



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, September 5, 2017

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-17:088](#) Minutes for the Public Works Committee Meeting on August 1, 2017

**Attachments:** [Minutes](#)

[MIN-17:095](#) Minutes for the special called Public Works Committee meeting on August 15, 2017

**Attachments:** [Minutes](#)

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-17:121](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE A PORTION OF MONROE AVENUE AS REQUESTED BY THE ROTARY CLUB OF JONESBORO

**Sponsors:** Engineering

**Attachments:** [Conceptual Design Rotary Club FOA](#)  
[Rotary Club](#)

[RES-17:131](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE AN ALLEYWAY BETWEEN 407 UNION STREET AND 411 UNION STREET AS REQUESTED BY MIKE EBBERT

**Sponsors:** Engineering

**Attachments:** [Plat](#)

[RES-17:133](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY DEVELOPMENT STUDY

**Sponsors:** Engineering

**Attachments:** [Stormwater Utility Proposal](#)

**RES-17:136**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE RACE ST. SIDEWALK & RR PEDESTRIAN. CROSSING (2017:26)

**Sponsors:**      Engineering

**Attachments:**    [Contract Documents 2017 26](#)

[Bid Tab](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



## Legislation Details (With Text)

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**File #:** MIN-17:088    **Version:** 1    **Name:** Minutes for the Public Works Committee Meeting on August 1, 2017  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 8/2/2017    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee Meeting on August 1, 2017  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee Meeting on August 1, 2017



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, August 1, 2017

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

**Present** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Charles Coleman and Ann Williams

### 3. Approval of minutes

#### [MIN-17:077](#)

Minutes for the Public Works Committee Meeting on July 6, 2017

**Attachments:** [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

#### [MIN-17:083](#)

Minutes for the Special Called Public Works Committee Meeting on July 18, 2017

**Attachments:** [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

### 4. New Business

#### *ORDINANCES TO BE INTRODUCED*

#### [ORD-17:061](#)

AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES SEC. 117-2 AND SEC. 117-107 TO DEFINE AND PROVIDE ZONING CLASSIFICATIONS FOR PHARMACIES, MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA CULTIVATION CENTERS

**Attachments:** [Map Locations](#)

*City Planner Derrel Smith said as most of you know, after the first of the year, the*

legislature after a vote has allowed medical marijuana. We have to provide locations for it. What we decided to do is to look at it very similar to a pharmacy so, allow in C-3. The dispensaries would be allowed in I-1 and I-2. They still have to meet the distance requirements. We do have a map that shows pink and green. The pink is C-3 and the green is industrial. Inside of that, you show schools, public, private, daycares, and churches. It shows those boundaries so we can look and show where the areas are that they could go. That's all we are going to do is look at the zoning on it. We are going to let the State handle everything. Chairperson John Street said by law, they have to be allowed, other than those exemptions, any place you would have a normal pharmacy. City Attorney Carol Duncan said that was right.

**A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

#### RESOLUTIONS TO BE INTRODUCED

##### RES-17:102

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM JONESBORO SCHOOL DISTRICT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK

**Attachments:** [Permanent Constrcution Easement - JPS](#)

*City Engineer Craig Light said that this particular one is for a sidewalk to be built on Rains by the International Studies School. I believe there is one other one that is on Rains Street. I think the rest of these are all on Thorn Street to be constructed by the Nettleton School. Councilmember Chris Moore asked if they were just giving us the right-of-way and we are going to build it and take care of it. Mr. Light said yes.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

##### RES-17:109

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ISSUE A PURCHASE ORDER TO PICKERING TO PERFORM PROFESSIONAL ENGINEERING SERVICES

**Attachments:** [Proposal](#)

*City Engineer Craig Light said this was for the design of the entrance road into the Park Property out off Dan Avenue that we purchased from the Lacy Family earlier this year. We have three years to construct the entrance drive into that. We are wanting to have that designed this year so we can budget for the construction in 2018.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

##### RES-17:110

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ISSUE A

## PURCHASE ORDER TO PICKERING TO PERFORM PROFESSIONAL ENGINEERING SERVICES

**Attachments:** [Proposal](#)

*City Engineer Craig Light said this was for the design of a two east west road from Patrick Street over to Hwy. 141. It will go through the Northside Ballpark property plus the acreage that we obtained by donation a few years ago. I think it was around 10 acres or so on the west side of Lost Creek. This road would connect these two Park properties that includes a new bridge across Lost Creek and a connection on both ends of Patrick and North Church. It would be a 2018 construction. We are trying to get them to design this fall and winter so we can be ready and budget for next year.*

**A motion was made by Councilwoman Ann Williams, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

**RES-17:111**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM RAYMOND W. HOLLADAY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK

**Attachments:** [Permanent Construction Easement](#)

*City Engineer Craig Light said this is for the sidewalk construction on Thorn Street.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

**RES-17:112**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM RAYMOND W. HOLLADAY FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK

**Attachments:** [Permanent Construction Easement - Holladay](#)

*City Engineer Craig Light said this is for the sidewalk construction on Thorn Street.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

**RES-17:113**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM NETTLETON PHILLIPS SPECIAL SCHOOL DISTRICT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK

**Attachments:** [Permanent Construction Esasement - Nettleton](#)

*City Engineer Craig Light said this is for the sidewalk construction on Thorn Street.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

**5. Pending Items**

**ORD-17:046**

AN ORDINANCE TO CLOSE A PORTION OF MONROE AVENUE AS REQUESTED BY THE ROTARY CLUB OF JONESBORO

**Attachments:** [Conceptual Design Rotary Club FOA.pdf](#)  
[Rotary Club.pdf](#)

*Chairperson John Street said he has been asked to seek a motion to postpone this indefinitely. They are handling it a different way.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Charles Coleman, that this matter be Postponed Indefinitely . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams

**6. Other Business**

**7. Public Comments**

**8. Adjournment**

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman and Ann Williams



## Legislation Details (With Text)

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**File #:** MIN-17:095    **Version:** 1    **Name:** Minutes for the special called Public Works Committee meeting on August 15, 2017  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 8/16/2017    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the special called Public Works Committee meeting on August 15, 2017  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the special called Public Works Committee meeting on August 15, 2017





# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, August 15, 2017

4:45 PM

Municipal Center

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### Special Called Meeting

#### 1. Call To Order

#### 2. Roll Call by City Clerk Donna Jackson

**Present** 5 - Gene Vance; John Street; Mitch Johnson; Ann Williams and LJ Bryant

**Absent** 2 - Chris Moore and Charles Coleman

#### 3. New Business

#### RESOLUTIONS TO BE INTRODUCED

##### RES-17:116

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM SYLVIA SHINAULT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK

**Sponsors:** Engineering

**Attachments:** [Permanent Construction Easement - Shinault](#)

*Chairman Street explained this is part of the previous easements the city has been working on and just didn't get done in time for the regular Public Works Committee meeting.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Mitch Johnson; Ann Williams and LJ Bryant

**Absent:** 2 - Chris Moore and Charles Coleman

##### RES-17:117

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM BHMH RENTALS, LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK

**Sponsors:** Engineering

**Attachments:** [Permanent Construction Easement - BHMH](#)

**A motion was made by Councilman Mitch Johnson, seconded by**

**Councilwoman Ann Williams, that this matter be Recommended to Council .  
The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Mitch Johnson;Ann Williams and LJ Bryant

**Absent:** 2 - Chris Moore and Charles Coleman

**RES-17:126**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A TRI-PARTY CONTRUCTION AND MAINTENANCE AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT AND BNSF RAILWAY FOR THE BNSF RAILROAD OVERPASS (HWY 18) - JOB NO. 100824

**Sponsors:** Engineering

**Attachments:** [100824 watt street agmt](#)

*City Engineer Craig Light explained this is for the proposed bridge on Watt Street as part of the Highway 18 overpass project. This will be a city bridge, which is why it's a tri-party agreement. The agreement for the Highway 18 bridge is just between the Highway Department and the railroad. The city is not party to that agreement. This agreement will lay out the city's responsibilities for maintaining the bridge once it's constructed.*

**A motion was made by Councilman Gene Vance, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Mitch Johnson;Ann Williams and LJ Bryant

**Absent:** 2 - Chris Moore and Charles Coleman

**4. Adjournment**

**A motion was made by Councilman Mitch Johnson, seconded by Councilman LJ Bryant, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Mitch Johnson;Ann Williams and LJ Bryant

**Absent:** 2 - Chris Moore and Charles Coleman



## Legislation Details (With Text)

<b>File #:</b>	RES-17:121	<b>Version:</b>	1	<b>Name:</b>	Close a portion of Monroe Avenue as requested by the Rotary Club
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/3/2017	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE A PORTION OF MONROE AVENUE AS REQUESTED BY THE ROTARY CLUB OF JONESBORO				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Street closure				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Conceptual Design Rotary Club FOA Rotary Club</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE A PORTION OF MONROE AVENUE AS REQUESTED BY THE ROTARY CLUB OF JONESBORO

WHEREAS, the Rotary Club of Jonesboro is in the planning and fundraising stages of an upgrade to the existing park at Monroe Avenue and Church Street to produce a multi-use park, enhancing downtown Jonesboro by providing a common area to host events and cultural programs;

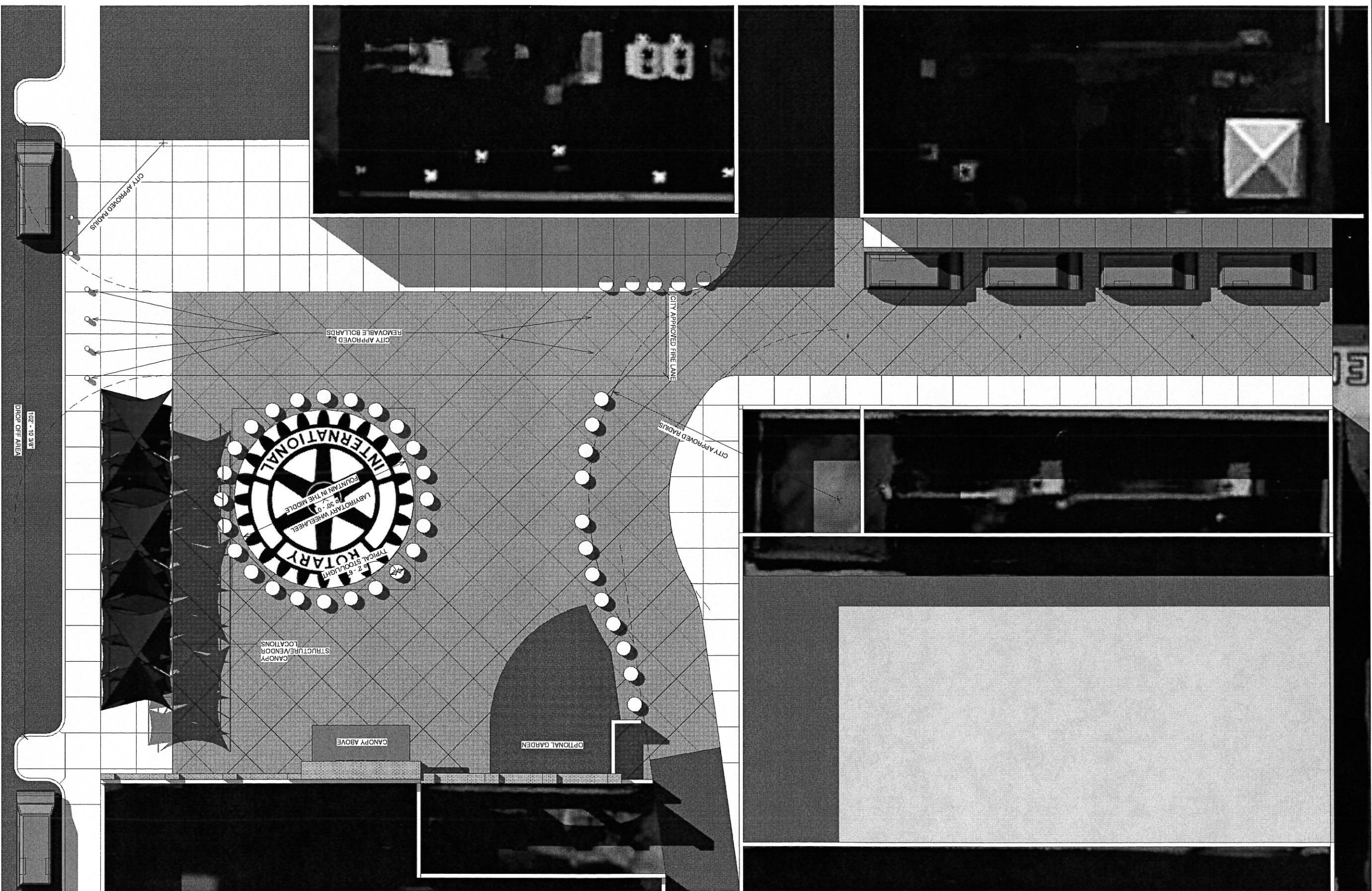
WHEREAS, the Rotary Club of Jonesboro is requesting for planning, design, and site purposes, advanced agreement from the City of Jonesboro to permanently close a portion of Monroe Avenue to through traffic when physical work is ready to begin at a future date;

WHEREAS, the closure of a portion of Monroe Avenue in front of the Forum will allow the park to have an expanded presence in the front of the Forum plus be more useful and visually appealing in size and scope and will enhance the safety for the children attending events at the Forum;

WHEREAS, ORD-17:065 allows the Mayor, with City Council approval, to close a street to vehicular traffic.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The City of Jonesboro, Arkansas hereby agrees to allow the closure of Monroe Avenue from Church Street at a future determined date west to the north-south alleyway located east of 115 East Monroe except to emergency vehicles. Access for emergencies will be maintained with the use of removable bollards per the attached proposal.



**ROTARY CENTENNIAL PLAZA**  
 ROTARY CLUB OF JONESBORO  
 JONESBORO, ARKANSAS

**NOT FOR CONSTRUCTION**  
 CONCEPTUAL DESIGN

No.	Date	Description

**CROMWELL**

101 south spring street little rock, ar 72201  
 501.372.2900  
 cromwell.com

505 union street, 2nd flr jonesboro, ar 72401  
 870.336.0536

Issue Date 06/23/2017 Project Number 2017-048

Drawing Title **RENDERED SITE PLAN**

Drawing Number **A-1**



**Rotary**  
Rotary Club of Jonesboro, AR  
District 6150, Club 2520



June 9, 2017

Mayor Harold Perrin:

As you know, the Rotary Club of Jonesboro wishes to partner with the City of Jonesboro to upgrade the park at Monroe and Church. This project will be completed as a celebration of our club's 100 anniversary in 2019. As a part of our club's history, the Rotary Club of Jonesboro has supported many city improvements, most recently the Rotary Centennial Park at Craighead Forest. We now wish to assist in the revitalization of downtown by providing a much-needed amenity.

You and your staff have graciously worked with our club to create an appealing site plan that will significantly upgrade the existing space. The upgrades will produce a multi-use park, enhancing downtown Jonesboro by providing a common area to host events and cultural programs.

As part of the site plan, we are requesting that the city close a portion of Monroe Avenue. This will allow the park to have an expanded presence to the front of the Forum plus be more useful and visually appealing in size and scope. Importantly, emergency access will be maintained with the use of removable bollards. Access to the adjoining alley will remain open.

As we have discussed, this closure also provides an opportunity to improve the safety of the children frequenting the Forum. There is inadequate space in front of the Forum and crossing the street creates an unnecessary danger for children and other Forum patrons. The street closure will also improve safety by setting grades to accommodate and improve drainage in front of Forum and entire plaza area. A recessed drop off area is planned for Church Street. All improvements will enhance access and walkability.

It is my understanding that this request will be sent to the Traffic Control Committee. Representatives of the club can be available to present this plan. On behalf of the Rotary Club of Jonesboro, I am requesting the partial closure of Monroe Avenue as an essential component of this downtown improvement.

Please let me know if you have questions.

Sincerely,

Beverly Parker  
IPP, Rotary Club of Jonesboro  
Centennial Celebration Committee









# The Foundation Of Arts

July 1<sup>st</sup>, 2017

Dear City Council and Mr. Mayor,

I believe the 30 staff members and teachers, hundreds of volunteers, and thousands of patrons who spend time working, playing, and enjoying the programming at The Foundation of Arts would be best served with the closing of Monroe Avenue from Church St. to the alley. As cast members cross Monroe Avenue to enter The Forum Theater to perform - and students and parents cross Monroe coming and going to class – there is a constant hazard as they dodge vehicles travelling down the street.

With Rotary's project for the Forum Park in its planning stages, there could be no better time than this renovation to include the street's closure in those plans.

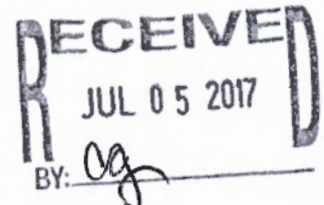
The FOA looks forward to a time when citizens can enjoy an event in the park and also be able to enter the front doors of The Forum Theater safely without concern for passing vehicles.

Thank you for your consideration of this needed improvement to downtown, and we anticipate your decision.

Best Regards,

A handwritten signature in cursive script that reads "Kristi Pulliam".

Kristi Pulliam  
Executive Director  
The Foundation of Arts



## Traffic Control Review Committee Minutes

06/12/2017

### Attendance:

Kelly Bagget  
Steve Tippitt  
Ed Tanner  
Mark Nichols  
Craig Light  
Donnie Gibson  
Wixson Huffstedler  
Larry Jackson  
Tracy Clayton  
Mr. Brackett - Rotary  
Robert Martin - Cromwell

### Special called meeting: 2 items

#### 1.) Request to close section of Monroe from the alley back to the east to Church Street with accomadation to emergency vehicles.

Mr. Brackett with the Rotary Club said the club will be celebrating their 100<sup>th</sup> year in 2019. They would like to do a project to commemorate this. They would like to close a section of Monroe from the alley to the east to Church Street. It would be a 700,000 – 750,000 dollar project. This area is a good central location and walking distance to most things down town. They would have a concrete pad for emergency vehicles. They are asking for participation from the city to close the street and from CWL to move the utilities that are currently overhead and dangerous to underground. The city will be making drainage improvements to the area as well. There would be a drop off zone for Forum activities. They want to do a mural on one side of the old Noble Hotel (Rotary Club had its first meeting there). There would be a stage area. There would also be vendor spaces with power for events such as Alive after Five, Downtown BBQ, Cinco De Mayo, etc. They would improve the lighting in the area with ballard lighting and by re-locating street lights. They would dim the alley way right in front of Foundation of Arts so that it is safer for people heading right out the front door and into the road. They would make sure the turn radius and ballards would make it possible for emergency vehicles to go through. He said the Rotary is fully committed to this project. They have already communicated with the neighbor on one side and have their cooperation and will communicate with the other neighbors since making this change could possibly affect them. Time line wise the project would begin in early 2018 and last about 18 months. In order for grants to be established in time, this would need to go to Council on July 6<sup>th</sup> and passed with only one reading and with an emergency clause.

There have not been traffic counts but Mark doesn't think closing the alley way would be a problem as far as traffic counts. The main problem would be that in order to do this, the alley would have to be made one way southbound. This could cause problems for the residences of the alley way and for delivery and garbage trucks. It would especially be a problem when the street is closed off once a month for Alive after Five. Hailey Knight was contacted by speaker phone to get her thoughts. She said she can make contact with the property owners and residences to see how they feel about the alley closure. She wasn't sure if Alive after Five could change their location during the construction period or not. She would have to check with some others on the committee.

**The recommendation was made to proceed to Public Works to close the alley as long as there are accommodations made for emergency vehicles and as long as other property owners in the area are not opposed to it.**

## 2.) Bicycle Signs – Bicycles May Use Full Lane

At the last meeting, the committee voted to install "Bicycle may use full lane" signs as requested by cyclists, Steve Eward and Bill Smith on Matthews and at Craighead Forest. Since that time, other cyclists have come forward to say they do not necessarily want the signs changed. Mark printed some research he did about what other cities do and some information from the League of American Cyclist.

There was a discussion as to whether it would put the cyclist in further danger by changing the signs. Eventually it would be better to divert cyclist to Washington instead of Matthews.

**Recommendation was made to add language to Impeding Ordinance as what we expect of the cyclist as well as the motorist. They need to ride as far right as possible but can move left enough to make them feel safe. As far as the signs, it was decided to do a presentation to Public Safety recommending leaving the signs the way they are since there is no evidence that the signs make it safer for motorist and since there is evidence that the signs could actually make it more dangerous for cyclist.**

Meeting adjourned at 12:07 p.m.



## Legislation Details (With Text)

<b>File #:</b>	RES-17:131	<b>Version:</b>	1	<b>Name:</b>	TO CLOSE AN ALLEYWAY BETWEEN 407 UNION STREET AND 411 UNION STREET AS REQUESTED BY MIKE EBBERT
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	8/18/2017	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE AN ALLEYWAY BETWEEN 407 UNION STREET AND 411 UNION STREET AS REQUESTED BY MIKE EBBERT				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Alley closing				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Plat</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE AN ALLEYWAY BETWEEN 407 UNION STREET AND 411 UNION STREET AS REQUESTED BY MIKE EBBERT

WHEREAS, Mike Ebbert is requesting the alleyway between his property located at 411 Union Street and City owned property located at 407 be permanently closed;

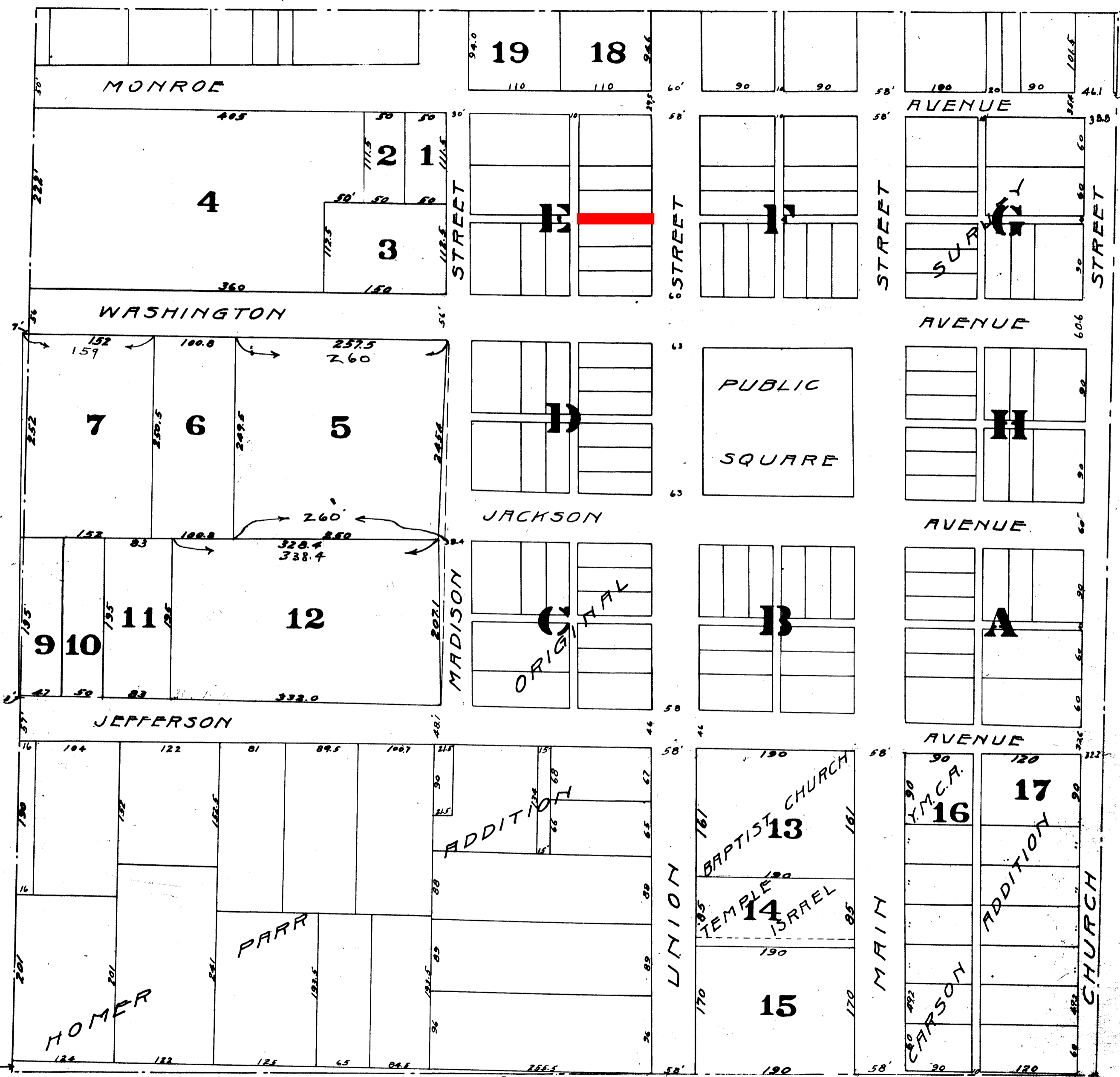
WHEREAS, this alley is only 10-feet in width and rarely, if ever, is used for vehicular traffic;

WHEREAS, the closure of the alleyway will allow for the creation of an outdoor break area which will include picnic tables and planters;

WHEREAS, ORD-17:065 allows the Mayor, with City Council approval, to close an alleyway to vehicular traffic.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The City of Jonesboro, Arkansas hereby agrees to allow the closure of the east-west alleyway located between the property located at 407 Union Street and 411 Union Street.



Note: Correction on lot  
5 3/12 - April-4-1927  
*Guy W. Cobb*

**SE 1/4 SW 1/4 SEC 18 T 14 N R 4 E**

Surveyed and Platted February 1917 by Order  
Craighead County Court Entered January 1917 Term  
*Guy W. Cobb* County Surveyor

A true copy of the original as filed for record this 30th day of May, 1917.

*Ben Carson*



## Legislation Details (With Text)

<b>File #:</b>	RES-17:133	<b>Version:</b>	1	<b>Name:</b>	AN AGREEMENT WTH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY DEVELOPMENT STUDY
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/25/2017	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WTH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY DEVELOPMENT STUDY				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Stormwater Utility Proposal</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WTH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY DEVELOPMENT STUDY

WHEREAS, the City of Jonesboro desires to enter into an agreement for professional engineering services for a stormwater utility development study for the City of Jonesboro; and,

WHEREAS, based on annual Statement of Qualifications submitted, the firm selected to perform professional engineering services for the above mentioned project is Fisher & Arnold, Inc.

WHEREAS, Fisher & Arnold, Inc. has agreed to provide the services detailed in the attached proposal; and,

WHEREAS, funding for the execution of the agreement shall come from the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall enter into an agreement with Fisher & Arnold, Inc. to perform professional engineering services for a Stormwater Utility Development Study for the City of Jonesboro.

Section 2: Funding for the execution of the agreement shall come from the Capital Improvement budget and compensation shall be paid in accordance with the agreement.

Section 3: The Mayor is hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



**FISHER ARNOLD**  
ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

August 25, 2017

Mr. Craig Light, P.E., City Engineer  
City of Jonesboro  
300 S. Church Street  
Jonesboro, AR 72401

**RE: PROPOSAL FOR STORMWATER UTILITY DEVELOPMENT STUDY**

Dear Craig:

Fisher & Arnold, Inc. along with Black & Veatch are pleased to submit this proposal to the City of Jonesboro to provide professional services for a Stormwater Utility Development Study. The Scope of Work along with the associated fees and schedule for these services are shown in the attachment. Also attached are resumes from Black & Veatch that demonstrate their abilities and qualifications to provide these types of services. Terms and Conditions are as follows:

An invoice will be sent on a monthly basis until the completion of the project. Payment is due by the 10<sup>th</sup> of each month.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Fisher & Arnold, Inc. will be paid for all services rendered to the date of termination.

The fees shown in this proposal are based on the Owner agreeing to limit the Professional's liability for all planning, engineering and analytical services to the Owner due to the Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

We along with Black & Veatch look forward to working with you on this project. Should you have any questions or require additional information, please contact me.

Sincerely,

**FISHER & ARNOLD, INC.**

Richard E. Gafford, P.E.  
Vice President

REG/amm

Cc: Mr. Brad Davis, P.E., Black & Veatch  
Ms. Prabha Kumar, Black & Veatch  
Mr. Pam Lemoine, Black & Veatch  
Mr. Terry Bare, P.S., Fisher Arnold

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Mr. Craig Light, P.E.  
August 25, 2017  
Page 2

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, please sign the acceptance of this proposed Letter Agreement in the space provided below and return it to us.

ACCEPTED BY:

CITY OF JONESBORO, AR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





# ATTACHMENT

## PROPOSAL FOR A STORMWATER UTILITY DEVELOPMENT STUDY

City of Jonesboro, Arkansas

25 AUGUST 2017



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## Project Understanding and Approach

The City of Jonesboro, Arkansas (City) provides stormwater management services within the City’s municipal jurisdiction. The services are provided through a separate storm sewer collection and drainage system and various best management practices. The City roughly includes 80 square miles of service area with 17 square miles of flood plains. The City is subject to the requirements of a Phase 2 National Pollution Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

The City’s Engineering and Street Departments are primarily responsible for providing stormwater services within the City. Figure 1 provides a few of the key stormwater services the City provides. The City has significant capital improvement projects including pipe replacements, drainage improvements, and detention ponds rehabilitation that are currently unfunded. The City also anticipates significant expenditures relating to the Corp of Engineers Master Plan for creek improvements. In addition, the City is currently able to only perform annual channel maintenance on 70 miles out of a total of 110 miles of primary and secondary channels.

- Ditching and Drainage Capital Improvements
- Primary and Secondary Channel Maintenance
- Federal, State, and Local Regulatory Compliance
- System Capacity Planning and Management

Figure 1 – Key Functions

While the Operations and Maintenance (O&M) and capital improvement drainage needs are increasing, available funding is decreasing, posing a funding crisis. Historically, stormwater O&M and capital improvement needs were funded primarily through a portion of revenues generated from a half cent sales tax for streets and drainage capital expenditure fund. However, the elimination of the use restrictions on that sales tax supported capital expenditure fund has significantly reduced funding for stormwater management.

To address the immediate and long term O&M and capital improvement needs of the City, and to secure sustainable funding, the City desires a comprehensive stormwater utility study (utility study) that would help *develop and implement* a stormwater user fee program. To assist with this utility study, Fisher & Arnold, Inc (Fisher Arnold) has partnered with Black & Veatch Management Consulting LLC, (Black & Veatch), henceforth collectively referred to as the “Fisher Arnold Team”.

*Black & Veatch’s significant national experience and expertise in developing and implementing stormwater utilities effectively complements Fisher Arnold’s strong knowledge of the City’s drainage system, the community needs, and stormwater engineering.*

### STUDY OBJECTIVES

The primary purpose of this utility study is to develop an impervious area-based stormwater user fee that can provide a *dedicated, stable, flexible, and equitable* funding mechanism to fully support the City’s stormwater management program and associated revenue requirements.

The following are the key objectives envisioned for the Utility Study:

- Assess program needs with respect to O&M, regulatory compliance, and infrastructure management;
- Develop a multiyear financial plan for the stormwater utility to assure financial self-sufficiency to meet all of the annual O&M expenses, support effective capital improvements financing, and other revenue requirements;

- Evaluate an impervious area based fee methodology, related policies, and implementation needs; and
- Develop an impervious area based rate structure and draft stormwater ordinance.

## PROJECT APPROACH

To help achieve the stated objectives of this utility study, the Fisher Arnold Team has defined a two-phased project approach as follows:

- **Phase 1:** Development of a Stormwater Utility; and
- **Phase 2:** Stormwater Utility Implementation Management.

Phase 1, which will be discussed in more detail, will include the development of a financial plan, stormwater utility policies, all the technical information necessary to develop an impervious area-based rate structure, and the development of a stormwater Master Account File (MAF). This phase will include significant collaboration with an internal team of City management and staff (“City Team”), and a limited level of stakeholder engagement with the City’s Stormwater Management Board (“Board”), to solicit input on key elements of the study.

Phase 2 includes the development of a stormwater user fee credit and appeals programs, implementation support for the implementation of a stormwater billing system, and the development of business processes and procedures for stormwater parcel data management, bill runs, and credits and appeals processing. This phase will also include assistance with public outreach and staff training.

In this proposal, the detailed scope of work is presented *only for the Phase 1 work tasks*. The overall scope of work is organized in to eight task requirements, several of which are interrelated.

Figure 2 provides a graphical illustration of the organization of the eight tasks and their inter-relationships.

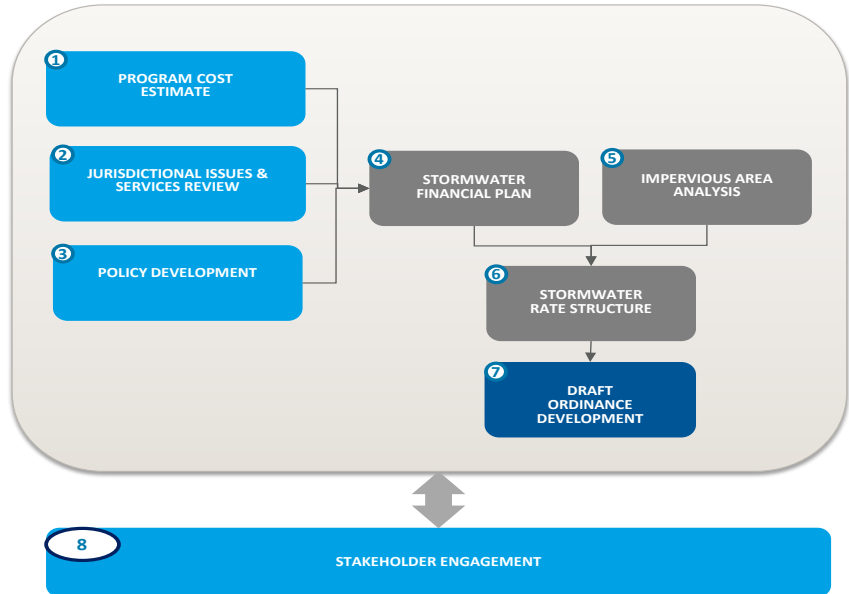


Figure 2 – Phase 1 Tasks

## SCOPE OF SERVICES (PHASE 1)

### Project Management & Project Initiation

#### Project Management

The project management component includes general project coordination, staff direction, budget/scope/schedule management, and billing/invoicing activities throughout the course of the project. Specific subtasks include:

- Coordinate project activities among the Fisher Arnold Team, the City project team members (City Team), and the Board. Provide direction as required to meet project objectives and deadlines, and manage project resources.
- Provide quality assurance and control on the work executed by Black & Veatch team and for all the deliverables throughout the engagement.

#### Project Initiation

A project kick-off meeting will be scheduled with the City Team. The purpose of the kick-off meeting will be to confirm the project objectives, finalize the project schedule, confirm the deliverables, as well as confirm overall project expectations.

The project team will provide the City with an initial data request listing the basic information needed for the project. The data request may include stormwater management related financial and operating data, budgets, list of anticipated capital improvement projects, master plans, ordinances, and pertinent policy documents.

#### Task 1 – Program Cost Estimate

One of the fundamental principles in “user fee” development is that the fees and charges assessed must reasonably align with the costs incurred in rendering services to customers. Therefore, the Fisher Arnold team will assist the City in delineating existing stormwater O&M and capital improvement program costs using a combination of methods as follows:

- Review the City’s historical annual O&M costs for Fiscal Year (FY) 2015 through FY 2018 to understand the historical expenditure trend and the sources of funding;
- Review the City’s historical annual capital improvement expenditures for FY 2015 through FY 2018, and the sources of funding;
- **Workshop #1:** Conduct a three-hour workshop with the City Team to define the following:
  - Additional annual O&M functions that are currently not performed and the associated resource needs and annual costs;
  - List of prioritized capital projects that the City needs but are currently unfunded, and additional expenditures anticipated to support the Corp of Engineers Master Plan; and
  - Potential sources of capital funding in the form of any available grants, low interest loans, and other contributions, if any.

*Deliverable: Summary Technical Memo of Stormwater Program Cost Estimates*

## Task 2 – Jurisdictional Issues & Services Review

In some portions of the City, the City’s service area overlaps with two other drainage districts. To address such jurisdictional issues, the Fisher Arnold Team will review potential contribution of stormwater services to the City from the two drainage districts, if any, and assess any unique factors that need to be addressed in the determination of revenue requirements, design of rate structure, and the implementation of a system-wide stormwater user fee and credit program.

## Task 3 – Policy Development

In the development of a stormwater user fee program, policies relating to aspects including revenue requirements, fee methodology, rate design, and credit program need to be defined. Clearly defined policies help identify and mitigate risk prior to the implementation phase.

- **Workshop #2:** To develop a policy roadmap, the Fisher Arnold Team will conduct one three-hour workshop with the City Team to discuss and develop policy decisions for the following key areas:
  - **Customer Class and Rate Structure:** Decisions on the customer class delineation and rate structure design (Tiered rates; uniform monthly fee; individually calculated fee, etc.)
  - **Impervious Area Estimation:** Confirmation on the approach to use to develop reliable impervious area for all classes of parcels within the service area.
  - **Billing and Enforcement:** This focus area will involve an evaluation of the practical stormwater billing options that may be appropriate for billing the stormwater user fee and for enforcement. Evaluation of billing options will pertain to:
    - Commercial off-the shelf stormwater billing system;
    - Cloud based stormwater billing solution;
    - Custom developed stormwater billing application; and
    - Potential stormwater billing through any available tax billing system.Aspects such as frequency of billing; approach to billing stormwater user fees for multi-unit dwellings such as condominiums; and enforcement of delinquencies will also be evaluated.
  - **Credit Program:** Policies to be addressed include the types of stormwater management practices that should be recognized under the credit program; and the technical criteria for the program.
- On completion of the workshop, we will develop a policy issues memo to document each policy issue, the factors considered in the evaluation, and recommendations for each key issue that is evaluated. A draft memo will first be presented to the City Team and a final memo incorporating any suggested changes will be presented.

*Deliverable: Summary Technical Memo of Policy Issues*

## Task 4 – Stormwater Financial Plan

The objective of this task is to develop a five-year Stormwater Utility Financial Plan for the study period of FY 2019 through FY 2023. The five-year financial plan forecast will be developed based on the program costs delineated in Task 1.

- **Capital Funding Analysis:** The team will evaluate capital financing options for the City’s defined capital improvement program. The typical capital financing options include low-interest loans, bond financing, grants, pay-as-you go cash financing, and other contributions to support capital investment. The specific task is as follows:
  - Develop the capital financing mix for the capital program that is finalized for the existing and enhanced level of service, and the associated future debt service; and
- **Project Stormwater Revenue Requirements:** In addition to determining the capital financing mix, the team will project other costs that are directly attributable to stormwater utility for a five-year period as follows:
  - Project recurring annual O&M costs, applying reasonable escalation factors, and operating reserve requirements, for the existing and enhanced level of service;
  - Estimate any one time stormwater utility implementation cost; and
  - Project a five-year annual stormwater revenue requirements as an aggregation of the various annual costs projected.

The potential revenues generated from other sources, such as grants, loans, and other miscellaneous fee revenues will be also be projected for the planning period. These revenue sources are important for determining the net level of future revenues that need to be generated from the stormwater user fees.

*Deliverable: Draft and Final Five-Year Stormwater Financial Plan Tables*

### **Task 5 – Impervious Area Analysis**

This task involves the stormwater impervious area analysis and the determination of system-wide stormwater billing units. The purpose of this task is to develop two key parameters that are essential for developing the user fee:

- The system wide stormwater billing unit commonly defined as Equivalent Residential Unit (ERU) square footage value; and
- The total billable impervious area and ERUs for the classes of properties that are defined.

To perform this impervious analysis task, parcel information and other land use attributes from Craighead County’s (County) Geographical Information System (GIS), tax assessors system, and other relevant and available datasets will be utilized.

#### **Task 5.1—Define Classes of Properties**

The key subtasks will include the following:

- The Fisher Arnold team in collaboration with the City Team will define classes of properties such Residential, Non-residential (churches, schools, City-owned properties, etc.), Condominiums, Agricultural, and other classes as may be necessary. The classes of properties will be defined based on occupancy codes (land use codes) that are available in the County’s tax assessor’s system.
- Coordinate with the County to resolve parcel records where the occupancy code value may be missing.

*Assumption: For parcel records, where the Occupancy Code value is available, the Fisher Arnold team will assume those values are accurate.*

- Assign a stormwater class to each parcel based on the parcel’s primary occupancy code, and compile a summary of parcels by stormwater class.

**Task 5.2— Define Impervious Area Capture Approach for Residential & Non-residential Classes**

The Impervious Area estimation approach is driven by factors including *data availability; ease of compilation; ongoing parcel data management; work effort and cost of impervious area capture;* and *the desired rate structure*. Based on a very preliminary review of the publicly available County assessor’s data and discussions held with the City regarding alternative approaches to the development of estimated impervious area data, the City has determined the following approach is the preferred approach to estimating impervious area, as shown in Figure 3.

Figure 3 – Approach to Estimate Impervious Area

CUSTOMER CLASS	APPROACH #2
Residential	Determine Impervious Area directly from the <i>square footage of structures and improvements</i> available in the <a href="#">County’s Tax Assessor Data</a>  <b>Assumption:</b> No digitization of impervious area
Non-Residential & Condominium	Determine Impervious Area through digitization of hardscaped surfaces  <b>Assumption:</b> Digitization of up to <a href="#">3,400 parcels</a> .
Vacant Land (without structures)	Runoff Coefficient applied to Total Lot Size

This approach will help mitigate any data reliability and quality issues if the impervious area is digitized for each non-residential parcel, per the impervious area protocol that will be defined.

**Task 5.3— Determine Billable Impervious Area Units**

To determine the billable impervious area units for the City’s entire service area, the Fisher Arnold Team will perform the following subtasks:

- *Develop System-wide Impervious Area Units:* Based on the impervious area approach determined in Task 5.2, the Fisher Arnold team will develop the impervious area for each parcel, and aggregate those by customer class.
- *Determine Equivalent Residential Unit (ERU):* Using the impervious area square footage determined for each Single Family Residential parcel, we will calculate the Mean and Median impervious area. Based on the results of the Mean and Median impervious area square footage of the single family residential properties, as appropriate, one of those values will be defined as the system-wide ERU, which will be the basic unit of measure for estimating stormwater contribution.



In addition, a distribution analysis on the residential impervious areas will be developed so that the results of the distribution analysis could be subsequently used in the residential tiered rate structure analysis.

- *Develop System-wide Impervious Area Units:* Using the system wide ERU value that is defined, the impervious area square footage determined previously for the Residential and Non-residential categories of parcels will be translated into ERUs. Based on the aggregate of the Residential and Non-Residential ERUs the total preliminary system-wide stormwater units will be determined.
- *Develop Final Billable Impervious Area Units:* Based on discussions with the City Team, we will determine the level of adjustments that need to be made to the initial system-wide ERUs. Such an adjustment is essential to account for potential revenue loss due to potential credits/appeals and other billing policies that are defined, to develop an estimate of the final billable impervious area for the system.

*Deliverable: Summary Impervious Area Analysis and Results Tables*

### Task 6 – Stormwater Rate Structure

This task involves the design of an impervious area based rate structure, and the development of a draft rate ordinance.

On completion of Tasks 4 and 5, we will evaluate two alternative rate structures recognizing factors such as *equity of cost recovery, ease of understanding, legal integrity, and administrative simplicity*. We will identify the pros and cons for each alternative and discuss preferences with the City and present the comparison and discussions in a technical memo.

To design and evaluate the two alternative rate structures, the Fisher Arnold team will perform the following subtasks:

- *System-wide ERU Rate:* The system wide ERU rate will be determined by applying the stormwater revenue requirements determined in Task 4 to the ERUs developed in subtask 5.3. This ERU rate will then be used to design the rate structure.
- *Rate Structure Alternatives:* Evaluate the residential and non-residential rate structure options, which would include a tiered or uniform residential rate and an individually calculated charge based on the ERU rate for the non-residential class.
- *Stormwater Fee Comparison:* Once the rate structure has been finalized, we will provide a comparison of the City's proposed residential monthly bill with that of 6 peer stormwater utilities.

*Deliverable: Summary Stormwater Rate Schedules*

### Task 7 - Draft Ordinance Development

We will provide the City Team with up to *three* examples of stormwater ordinances from other communities for its consideration in drafting a new ordinance reflecting the new rate schedule and policies. Upon completion of the draft ordinance by the City, the Fisher Arnold team will review the draft ordinance and provide feedback on the ordinance.

## Task 8 – Stakeholder Engagement

Stakeholder engagement during the development of an impervious based fee is often very helpful to garner community acceptance and buy-in. Therefore, we recommend that the City consider a balanced approach to stakeholder engagement to solicit inquiries, understand stakeholder concerns and mitigate potential challenges.

Specific subtasks include the following:

### Task 8.1—Stormwater Advisory Committee (SWAC)

The project team will assist the City in defining the composition of the SWAC, their role and responsibilities during the Phase I study.

*Assumption: It is assumed that the City's existing Stormwater Management Board will serve as the SWAC.*

### Task 8.2—Stakeholder Outreach and Engagement

To engage both internal and external stakeholders alike, the Fisher Arnold Team will conduct the following workshops, working sessions, and presentations. Materials that are to be utilized in conducting these work sessions and presentations will be reviewed with staff prior to distribution.

- **Stormwater Advisory Committee Workshops**—The Fisher Arnold team will conduct three 3-hour workshops, at critical milestones, to educate the SWAC on the study and solicit input on key policy issues and concerns. The anticipated milestones for the workshops are (i) Stormwater Revenue Requirements; (ii) Stormwater Utility Policies; and (iii) Stormwater Rate Structure.
- **Conduct Work Sessions**—It is anticipated that five work sessions will be held with the City Team. These five work sessions are important for providing appropriate level of Fisher Arnold team & City interaction, exchanging ideas, and developing appropriate recommendations. We recommend the following five work sessions:
  - i. **Kickoff meeting** with City management and staff to review the scope of service and discuss the proposed timeline.
  - ii. **Program Cost Delineation** work session (Task 1) to determine program costs and discuss Jurisdictional Issues and Services (Task 2).
  - iii. **Policy Development** work session (Task 3) to review and develop policy positions.
  - iv. **Stormwater Financial Plan** work session (Task 4) to review and finalize the results of the five-year financial plan.
  - v. **Stormwater Rate Structure** work session (Task 6) to review alternative rate structure for residential class and finalize the residential and non-residential rate structure.
- **City Council Presentations**—The Fisher Arnold team will assist the City Team in conducting up to two presentations to the City Council.

## SCOPE OF SERVICES (PHASE 2)

Following the completion of Phase 1, if the City decides to move forward with implementation of the impervious area based stormwater fee, a detailed scope, schedule and fee for Phase 2 will be developed and submitted to the City for consideration, if requested.

## KEY ASSUMPTIONS

Following is the summary of assumptions that pertain to the Phase 1 scope of services discussed above:

- *Program Cost:* The stormwater O&M and capital program costs will be determined based on existing costs that the City will provide and based on additional O&M and capital cost assumptions that the Fisher Arnold team will discuss with the City during work session #1. The cost estimation will not entail any detailed engineering analysis or life-cycle cost estimation;
- *Policy Development:* In Task 3, a total of 40 hours is assumed for the work effort specific to the evaluation of options for stormwater billing. The work effort will be limited to researching four billing options and defining the pros and cons of each of the four options. Development of billing system requirements and/or specifications is not part of this evaluation.
- *Impervious Area:* In Task 5, the scope of work assumes a digitization of up to 3,400 non-residential parcels. In addition, a total of 20 hours is assumed for coordination with the County to resolve missing data issues. Available data from the County is assumed to be fairly accurate.
- *Stakeholder Engagement:* A total of five work sessions, three SWAC workshops, and two council presentations are assumed for stakeholder engagement.

## PROJECT SCHEDULE

It is assumed that the scope of services described for Phase 1 will require a total of 10 months from the time of notice to proceed, and the expected study timeline is September 15<sup>th</sup>, 2017 through June 30, 2018. This tight schedule assumes timely coordination of all the work sessions and the SWAC workshops.

## PROJECT FEE

The project fee is estimated based on the scope of services that has been defined. Figure 4 presents the work effort and the project fee for the scope of services.

Figure 4 Project Fee

Stormwater Utility Development Study - Approach 2						
Project Task	BV	Fisher Arnold	Total	BV	Fisher Arnold	Total
	Hours	Hours	Hours	Fee	Fee	Fee
Project Management and Project Initiation	33	15	48	\$ 7,205	\$ 2,175	\$ 9,380
Task 1.0 - Program Cost Estimate	22	18	40	\$ 4,960	\$ 2,610	\$ 7,570
Task 2.0 - Jurisdictional Issues and Services Revi	12	0	12	\$ 2,370	\$ -	\$ 2,370
Task 3.0 - Policy Development	74	10	84	\$ 16,530	\$ 1,140	\$ 17,670
Task 4.0 - Stormwater Financial Plan	52	6	58	\$ 10,065	\$ 990	\$ 11,055
Task 5.0 - Impervious Area Analysis	115	713	828	\$ 24,355	\$ 51,515	\$ 75,870
Task 6.0 - Stormwater Rate Structure	24	8	32	\$ 4,660	\$ 600	\$ 5,260
Task 7.0 - Draft Ordinance Development	10	1	11	\$ 1,910	\$ 135	\$ 2,045
Task 8.0 - Stakeholder Engagement	128	43	171	\$ 30,345	\$ 7,245	\$ 37,590
Direct Expenses				\$ 4,500	\$ 510	\$ 5,010
<b>TOTAL PROJECT HOURS AND FEE</b>	<b>470</b>	<b>814</b>	<b>1,284</b>	<b>\$ 106,900</b>	<b>\$ 66,920</b>	<b>\$ 173,820</b>

## **APPENDIX**

The resumes of key subject matter specialists that will be leading the various tasks in the study are included.

# Stormwater Utility Development and Implementation

Philadelphia Water Department, City of Philadelphia, Pennsylvania



Since 2008, Black & Veatch Management Consulting, LLC has assisted Philadelphia Water Department (PWD) in developing a parcel area based stormwater user fee program. The project involved changing the basis of stormwater billing from a meter size based charge to a parcel gross and impervious area based charge. The primary goal of the transition to a parcel area based charge was to enhance the equity of recovery of the stormwater management and Combined Sewer Overflow (CSO) mitigation costs.

### Project Elements

- Stormwater Revenue Requirements
- Stormwater Financial Plan
- Impervious Area Analysis
- Stormwater Rate Structure
- Credits/Appeals Program Design
- Stormwater user fee program business process
- Staff Training
- Manuals and FAQs

### Key Team Members

- Prabha Kumar (Director)
- Brian Merritt
- Dave Jagt
- Rupa Jha

### Period of Service

Continuous service since 2007

## Phase I: Rate Study and Rate Case Support (2007 – 2008)

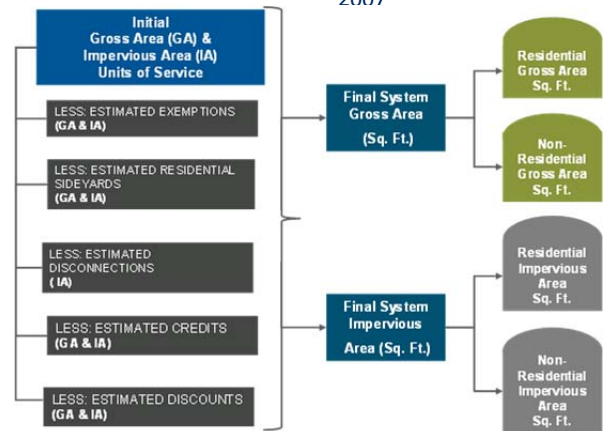
(i) **Financial Analysis:** This task included financial planning, cost of service allocation, determination of revenue requirements and capital project financing. Black & Veatch performed a detailed revenue requirements analysis to develop a six-year financial plan. The financial analysis also included a detailed cost of service analysis. Integral to the cost of service analysis was a detailed technical analysis to allocate combined sewer system (CSS) costs between Sanitary Sewer and Stormwater utilities, and a further allocation of costs to customer classes.

(ii) **Rate Structure Design:** Black & Veatch conducted an impervious area analysis and defined the rate structure for residential and non-residential customer classes. The stormwater user fee was designed to include both a Gross Area (GA) Charge and an Impervious Area (IA) Charge. The rate structure designed included a uniform monthly fee for residential parcels, and an individually calculated user fee for the non-residential parcels. In addition, Black & Veatch assisted in designing and implementing the stormwater credits and appeals program.

(iii) **Policy Development:** This task included the development of policies relating to billing stormwater user fees, enforcement, payment posting, cost allocation, credits/appeals program, and rate structure design.

We also assisted in drafting PWD regulation sections pertaining to parcel area based stormwater charges and credits program.

(iv) **Rate Case Support:** Black & Veatch provided rate case support during stormwater rate hearings and provided expert witness testimony.



## Phase II: Implementation Management (2009 - 2010)

During the implementation phase, Black & Veatch coordinated and managed the implementation task efforts of **six functional task teams** and the **Stormwater Implementation Steering Team**.

The functional task teams included: (i) Stormwater Database Application Development and Implementation; (ii) Billing Integration; (iii) Bill Design; (iv)

Credits and Appeals program; (v) Commercial Customer Service; and (vi) Public Outreach and Education. Implementation plans for each of these functional areas were prepared.

The implementation support also included assistance with developing system requirements for the stormwater credits/appeals web application, testing, staff training for 180 employees, and public outreach notifications.

Documentation prepared included the FAQs, Credit/Appeals Manual, Bill Inserts, “Know your Rights Brochure”, and training presentations and handouts.

As part of the public education and outreach efforts, business breakfasts, open houses, and mass mailing of “fact sheets” to each individual non-residential property owner were conducted. [The parcel area based stormwater charge went live on July 1, 2010.](#)

### Phase III: Post-Implementation Services

**2011-2012:** Prior to the 2012 stormwater rate case, Black & Veatch stormwater specialists participated in a series of 10 Citizens Advisory Committee (CAC) meetings that the Water Department hosted to review several stormwater policy and technical issues. The diverse issues included stormwater cost allocation, user fee method, direct dischargers, residential rate structure, credit program and incentives program.

For the 2012 rate case, Black & Veatch performed a stormwater rate study update and also provided expert witness testimony in the stormwater rate hearing proceedings and provided multiple interrogatory responses and briefings. The recommended rate increase and cap program were approved and implemented.

**2015 – 2016:** Black & Veatch completed a water, sewer, and stormwater rate study that included financial planning, cost of service analysis, rate schedule development. In addition, the study included extensive rate case support and separate testimonies for the water/sewer and stormwater rate study including expert witness testimonies at Rate Board hearings.

# Stormwater Utility Development

## City of Springfield, Ohio

Black & Veatch has provided consulting services to the City of Springfield's water and wastewater utilities for over 25 years and in 2011, Black & Veatch Management Consulting, LLC completed a storm water utility financial planning and utility implementation for the City. Using Black & Veatch's integrated feasibility study framework, the project team completed the following tasks:

- Evaluated operational program needs, and capital improvements program and financing.
- Determined revenue requirements including O&M costs, debt service, and reserves.
- Developed storm water utility billing and enforcement, and credit/appeals program policies.
- Determined effective impervious area using a combination of structural and other improvement footprints from the County's Tax Assessment System, runoff coefficient for vacant land, and digitization of impervious area for a large number of non-residential parcels.
- Defined the Equivalent Residential Unit (ERU) rate based on the average impervious area of the single family residential class.
- Performed a distribution analysis of the impervious area of the Single Family Residential parcels to develop a four-tiered rate structure for single family residential class. For the non-residential parcels user charge is individually calculated based on the defined ESU rate and parcel specific impervious area.
- Developed rate schedule and draft stormwater rate ordinance, and a white paper on storm water appeals and credit program
- Developed a public outreach plan with assistance from a public relations firm.

As part of the project, the Black & Veatch team conducted a series of four workshops with a 14 member Stormwater Advisory Committee (SWAC), and also assisted with conducting a City Council retreat, and Council presentations. The storm water charge became effective January 1, 2012.

### Project Elements

- Stormwater Revenue Requirements
- Stormwater Financial Plan
- Impervious Area Analysis
- Stormwater Rate Structure
- Credits/Appeals Program Design
- Public Outreach Plan
- SWAC Workshops

### Key Team Members

- Prabha Kumar (Director)
- Pam Lemoine
- Anna White
- Jeff Henson

### Period of Service

2010 - 2011



# Stormwater Utility Development and Implementation

## City of Wilmington, Delaware

Since 2007 Black & Veatch Management Consulting, LLC has been providing stormwater advisory services to the City’s Department of Public Works. In 2007, Black & Veatch completed the development and implementation of a stormwater utility to facilitate equitable recovery of costs associated with the City’s Combined Sewer Overflow (CSO) mitigation and integrated stormwater management.

Since 2009, Black & Veatch has been providing annual stormwater billing operations, financial planning, and advisory support.

The scope of services provided includes the following tasks:

### Utility Feasibility Analysis and Rate Structure Development (2006 – 2007)

(i) **Financial Analysis:** This task involved the determination of stormwater revenue requirements through a detailed cost allocation modeling. The model was developed to allocate the City’s combined wastewater enterprise fund costs into sanitary sewer, and stormwater costs, as over 90% of the City’s service area comprises a Combined Sewer System (CSS). A five year financial plan was developed.

(ii) **Rate Structure Analysis:** This task involved an evaluation of user fee methodologies and the selection of a user fee methodology. The user fee that was designed is based on actual impervious area for the residential parcels, and an estimated impervious area for the non-residential parcels. The impervious area was estimated using land use based runoff coefficients. A system wide Equivalent Stormwater Unit (ESU) was defined based on the *Median* impervious area of the Single Family Residential class.

A distribution analysis of the impervious area of the Single Family Residential parcels was performed to develop a four-tiered rate structure for single family residential class. For the non-residential parcels user charge is individually calculated based on the defined ESU rate and parcel specific impervious area.

(iii) **Policy Development:** This task involved the design of a stormwater credit program with three types of credits and an appeals program to address customer appeals and disputes. This task also included the development of billing, enforcement, and payment posting policies.

(iv) **Organization:** This task involved the determination of staffing needs and roles/responsibilities, and the development of business workflows and processes for ongoing parcel data management, bill run and audit process, the credits and appeals process, staff training, and customer service.

### Implementation Management

(i) **Billing Integration:** Black & Veatch assisted the City with parcel – utility account cross referencing task to integrate the stormwater user charge billing into the City’s quarterly water/sewer utility bill.



### Project Elements

- Stormwater Revenue Requirements
- Stormwater Financial Plan
- Impervious Area Analysis
- Stormwater Rate Structure
- Credits/Appeals Program Design
- Stormwater user fee program business process
- Staff Training
- Manuals and FAQs
- Public Outreach

### Key Team Members

- Prabha Kumar (Director)
- Mike Borchers
- Rupa Jha

### Period of Service

Continuous service since 2007



- (ii) **Stormwater Parcel Database Application:** Black & Veatch also developed a robust, MS- Access based *Stormwater Parcel Data Management Application* to import and process parcel impervious area, generate billing determinants, and to track and process fee adjustments appeals and credit requests. The Stormwater Parcel Database application went live in February 2007.
- (iii) **Documentation and Training:** During the implementation phase, Black & Veatch assisted in establishing a memo of understanding with the County tax assessor's office for ongoing receipt of parcel data, and developed Credits and Appeals Technical Manual/Forms and Stormwater Frequently Asked Questions (FAQ)s. Staff training was planned and executed.
- (iv) **Public Outreach:** The Public Outreach efforts included workshops to elected officials, open houses in each council member's district, and for the City administration. Black & Veatch also drafted a series of customer notifications to inform the customers about the upcoming stormwater fees and its impact on the overall bill, and also assisted the City in conducting "Open Houses" to educate the public on the need for and the impact of a stormwater fee.

#### Ongoing Advisory Support

Since 2007, Black & Veatch has also been providing ongoing monthly stormwater billing operations support, field investigations for stormwater credit requests, and on-call stormwater financial and policy advisory services. In addition, we perform annual updates to the City's stormwater credits and appeals manual, financial planning, and provide technical database support for any database enhancements.

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## Prabha Kumar

Ms. Kumar is a Director in Black & Veatch's Management Consulting, LLC. She leads the water, wastewater, and stormwater utilities offering within the Advisory & Planning group. Ms. Kumar specializes in stormwater utility feasibility studies, utility development, and implementation, and helping utilities with both internal stakeholder education and engagement, and external public education and outreach. She has assisted various large and small water and wastewater utilities with business process reengineering, and with designing, implementing, and tracking improvement initiatives in the areas of utility metering, billing, customer engagement, and field services operations.

Ms. Kumar's comprehensive utility consulting expertise includes financial planning, cost of service, and rate design studies, strategic planning, business process review and transformation, and providing expert witness and litigation support services in municipal utility rate cases and utility litigation matters.

Ms. Kumar is an active member of the Stormwater Committee within the National Association of Clean Water Agencies (NACWA) and an active member of the Water Environment Federation. She contributed as a Lead Author for the updates to the 2<sup>nd</sup> edition of the WEF manual, *"User Fee Funded Stormwater Programs"*.

### PROJECT EXPERIENCE

#### New York City Department of Environmental Protection | Stormwater Utility Feasibility Study | 2016

Technical Advisor. Ms. Kumar serves as the technical advisor in the ongoing stormwater user fee feasibility study. The stormwater utility policy workshop has been completed. The stormwater cost allocation, impervious area analysis to develop stormwater units of service, development of a five-year stormwater revenue requirements, development of stormwater rate structure are all in progress. This work is being performed under a subcontract to another engineering firm.

#### City of Newark, Delaware | Comprehensive Water, Wastewater, Stormwater Utility Cost of Service and Rate Study | 2016

Project Director. As Project Director, Ms. Kumar directed the water and wastewater cost of service rate study and the development of a new stormwater utility for the City. The cost of service study involved projection of revenues and revenues requirements; CIP review and financing; cash flow analysis; and determination of multi-year revenue adjustments. The stormwater utility development study included stormwater cost allocation; development of impervious area based rate methodology and stormwater rate structure, user fee and billing policies, and implementation plan. The study included four City Council workshops, and the Council has approved the water/sewer rate increase and the implementation of a new stormwater utility. Implementation is currently in progress.

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### DIRECTOR

#### Specialization:

Financial Planning  
Rate Studies  
Business Operations  
Review & Optimization  
Stormwater Utility  
Development  
Stakeholder Engagement  
Database Applications  
Development &  
Implementation  
Billing Systems Needs  
Assessment

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#### Education

- M.B.A, MIS & Marketing
- University of California, Riverside
- M.Phil., English Literature
- Madras University, India
- M.A., English Lang. & Literature
- Madras University, India
- B.A., English Lang. & Literature
- Madurai-Kamaraj University, India

#### Professional Associations

- American Water Works Association
- NACWA Stormwater Committee
- Water Environment Federation

**Year Career Started**  
1999

**Year Started with B&V**  
1999

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### **Philadelphia Water Department, City of Philadelphia, Pennsylvania | Water, Sewer, Stormwater Cost of Service and Rate Study | 2016**

Technical Director. Ms. Kumar directed the water, sewer, stormwater cost of service analysis, and rate study update and bond feasibility services for the Philadelphia Water Department. The study involves a six-year financial planning, bond issuance support, cost of service analysis, wholesale and retail rates update, rate case testimony and expert witness services. The 2016 rate case hearings were successfully completed and rates were approved. In March 2015, bond engineering and feasibility report was provided to support the issuance of Series 2015 bonds of \$417.0 Million. In 2012, Ms. Kumar was involved in 10 Citizens Advisory Committee (CAC) meetings that were held to review several stormwater policy and technical issues. The diverse issues included stormwater cost allocation, user fee method, direct discharges, residential rate structure, credit program and incentives program. Ms. Kumar collaborated with the Water Department in the design of the non-residential stormwater customer assistance program.

### **City of Wilmington, Delaware | Water, Wastewater, Stormwater Utility Annual Financial Planning and Rate Study | 2016**

Project Director. As Project Director, Ms. Kumar has continually managed the water, wastewater and stormwater annual financial planning and cost of service study services for the City of Wilmington since 2006. The latest financial plan which was developed for Fiscal year 2017 through 2022, involved projection of revenues and revenues requirements; CIP review and financing; cash flow analysis; cost of service analysis; water, sewer, and stormwater rates update; wholesale wastewater treatment fee true-up, and benchmarking. The annual study also included briefings and presentations to the Utility Citizen's Advisory Board (UCAB) and to the City Council.

### **Pittsburgh Water and Sewer Authority (PWSA), Pittsburgh | Stormwater Management and Rate Structure Project | 2012 & 2016**

Technical Advisor. In 2012, Ms. Kumar assisted in the Phase-1 Stormwater Feasibility Study. During this phase, she directed the tasks pertaining to the development of combined sewer cost allocation analysis, stormwater revenue requirements analysis, user fee funding options evaluation and Equivalent Residential Unit (ERU) rate development. In 2016, Ms. Kumar assisted with a more in-depth Stormwater User Fee Development and Implementation planning. This phase involved stormwater program assessment, updates to the stormwater cost allocation and revenue requirements, policy development, development of a five-year financial plan, stormwater rate structure development and Citizens Advisory Group and PWSA Board education and engagement.

### **DC Water | Budget Cost Allocation for the Maturity Model | 2016**

Project Director. Ms. Kumar directed the development of a budget cost allocation model for the Human Resources and IT cost centers for DC Water.

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The purpose of this cost allocation is twofold – (i) map the existing business process to the newly defined business processes under the Business Maturity Model; and (ii) reallocate the FY 2016 O&M and capital equipment budgets from the existing activity units to each of the new business processes. An extensive matrix of activity mapping and personnel and non-personnel cost delineations by activity were developed to accomplish the re-allocation of FY 2016 budget to the new business processes that DC Water will use going forward for the HR and IT functions. A technical report and model on the cost re-allocation was provided.

### **City of Wilmington, Delaware | Stakeholder Education and Engagement Services | 2016**

Project Manager. Ms. Kumar directs the stakeholder engagement and education on water, sewer, stormwater services for the City of Wilmington's *Utilities Citizens Advisory Board* (UCAB). As part of this task, Ms. Kumar conducts monthly stakeholder meetings with the UCAB members and the City's Executive Management to educate, engage, and solicit feedback on a variety of utility related issues including financial planning, rate setting, capital program planning and financing, asset management, business optimization, and water loss management. Ms. Kumar is responsible for the preparation of presentation materials and whitepapers, and facilitates the discussions.

### **Pittsburgh Water and Sewer Authority (PWSA), Pittsburgh | Stormwater Management and Rate Structure Project | 2016**

Technical Director. In 2016, Ms. Kumar directed the Phase 2 – Stormwater User Fee Development and Implementation. This phase involved stormwater program assessment, updates to the stormwater cost allocation and revenue requirements, user fee and billing policy development, development of a five-year financial plan, stormwater rate structure development and PWSA Board education and engagement. This work was performed under a subcontract to another firm.

### **Harford County, Maryland | Comprehensive Utility Rate Study | 2015**

Project Manager. Ms. Kumar lead a comprehensive water/sewer utility revenue study for Harford County. This comprehensive study included Operating and Capital Funding Analysis; Infrastructure Reinvestment Forecasting; Billing Period Modification Analysis; Labor Resource Analysis; Connection Fee Study; Electronic Bill Payment Investigation; Rate Benchmarking; and Rate Seminar. The financial results from the diverse tasks were integrated in to a comprehensive six-year financial plan, and cost of service analysis. A new "Asset Reinvestment Charge" was developed to generate a stable and dedicated funding for water and sewer infrastructure renewal and rehabilitation. A significant component of this study was the successful education of the City Administration and City Council on utility financial planning and rate setting, through a series of workshops and comprehensive presentations. The Council approved a series of five annual increases (FY 2016 through FY 2020).

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### **Philadelphia Water Department, City of Philadelphia, Pennsylvania | Stormwater Utility Operations Knowledge Management | 2014**

Technical Director. Ms. Kumar recently assisted the Water Department's stormwater utility management team with a comprehensive knowledge capture of the stormwater utility billing, credits, incentives, and retrofits programs. The initiative involved facilitating a series of twelve (12) workshops with the Water Department staff to document workflows, enhance business processes, and define policies, and determine key issues that need to be resolved.

### **City of Providence, Rhode Island | Upper Narragansett Bay Regional Stormwater Authority Feasibility Study – Phase 1 | 2014**

Technical Lead: Ms. Kumar provided subject matter expertise in defining alternative frameworks for the regional stormwater authority feasibility study that included six municipalities. She assisted with presentations and discussions with the steering and stakeholder committees to evaluate the alternatives. Ms. Kumar contributed to both the organization and the content of the feasibility report and also assisted with developing the three phased "feasibility to implementation" framework that was incorporated in to the hurricane sandy coastal resiliency grant application.

### **City of Olathe, Kansas | Stormwater Rate Restructure Study | 2013**

Technical Director: Ms. Kumar provided technical guidance for the stormwater rate restructure implementation project for the City of Olathe. Black & Veatch team assisted the City in transitioning from gross area based rates to impervious area based rates and charges for the City's stormwater utility. Ms. Kumar lead the issues and policies meeting with the City at the beginning of the project to review and refine policies pertaining to user fee methodology and billing.

### **Miami-Dade County Water and Sewer Department (WASD), Miami | Review of Meter Reading and Billing Practices | 2012**

Technical Advisor. Ms. Kumar directed a management review of the meter reading; meter services; and billing operations for WASD. The study included a comprehensive and objective review of business processes and workflows, policies, technology and resource issues; an identification of improvement opportunities; and the development of improvement strategies.

### **Henrico County, Richmond, VA | Stormwater Utility Study | 2011**

Task Lead. As a Task Lead, Ms. Kumar directed the policy development, stormwater financial planning, and funding options evaluation. The study included program review and level of service alternatives evaluation, financial planning and funding options analysis, impervious area analysis, and rate structure evaluation. The study also included a preliminary review of credits program, appeals process, and billing options evaluation.

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### **City of Springfield, Ohio | Stormwater Utility Feasibility Study | 2011**

Technical Director. As a technical director, Ms. Kumar completed a stormwater utility feasibility study. She provided technical guidance on stormwater utility policy development; parcel data analysis and estimation of billable units of service, rate design; stormwater database development, billing integration, and stormwater credits and appeals program. Ms. Kumar facilitated the policy workshop and user fee methodology workshops that the City conducted for the Stormwater Advisory Committee.

### **City of New London, Connecticut | Stormwater Utility Feasibility Study | 2010**

Technical Director: As a technical director, Ms. Kumar directed a stormwater utility feasibility study, which was completed in 2011. In the feasibility study, Ms. Kumar provided technical guidance on financial planning; stormwater utility policy development; parcel data analysis and estimation of billable units of service, rate design; stormwater database development, billing integration, and stormwater credits and appeals program.

### **Philadelphia Water Department | Stormwater Implementation Management Services, City of Philadelphia, Pennsylvania | 2009 – 2011**

Project Manager. Ms. Kumar served as the implementation manager for the Philadelphia Water Department in its parcel area based stormwater charge billing implementation. Phase 1 of the consulting services included stormwater cost allocation analysis, rate restructuring, and rate case testimonies. During Phase 2, implementation management, Ms. Kumar lead and coordinated the activities of six teams as follows: (i) Stormwater Database Application Development (ii) Billing Integration; (iii) Bill Design; (iv) Credits and Appeals program development; (v) Commercial Customer Service; and (vi) Public Outreach/Education.

### **City of Dallas, Texas | Stormwater Rate Study | 2009**

Technical Advisor. Ms. Kumar served as a technical advisor in this study. Ms. Kumar led the parcel analysis and determination of stormwater units of service efforts for the City of Dallas Stormwater Rate Study update project. The study involved an evaluation of user fee methodology and alternative rate structures; distribution analysis for tiered rate structure; development of recommendations for proposed changes to user fee methods and rate structure, parcel analysis to develop billable stormwater units of service; and report development.

### **City of Wilmington, Delaware | Storm Water User Fee Program Development and Implementation | 2006 – 2008**

Project Manager. As Project Manager, Ms. Kumar completed the development and implementation of a stormwater utility and credit program for the City of Wilmington. Phase I involved the design and development of a stormwater utility. This included the implementation of a stormwater billing program along with a stormwater credits and appeals program, and the implementation of a

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stormwater billing database application. The study also involved extensive public outreach activities including conducting “high impact” customer meetings, and presentations to the City’s Mayor’s Office, Administrative Board, and to the City Council.

## **SELECTED PUBLICATIONS**

*“Harford County’s Integrated Management and Innovation Drives the Transition from Financial Crisis to Financial Resilience”*. Presented at the 2016 Utility Management Conference, February, Tampa, Florida.

*“Transformational Financial Planning and Rate Setting: The New Paradigm in Building Financial Resiliency and Customer Acceptance”*. Presented at the 2016 Association of Metropolitan Water Agencies Annual Conference, Scottsdale, Arizona.

*“Tools to Improve Utility Performance – Financial Resilience through Integrated Financial Management”*. Presented at the 2016 Maine Water Utilities Association Conference, Portland, Maine.

*“Agile Stormwater Programs and Incentives Drive Cost Effective Long Term Control Plan Compliance”*. Presented at the October 2015 New England Water Environment Association Specialty Conference, Lowell, Massachusetts.

*“Developing Stormwater Program Requirements and Rate Structures”*. Presented at the September 2015 WEFTEC Conference, Chicago, Illinois.

*“Sustainable Wet Weather Funding Can be Achieved by Designing and Managing Multi-objective Stormwater Utility Programs”*. Presented at the 2014 WEFTEC Conference, New Orleans, Louisiana.

*“Building Financial Resiliency in Challenging Times: Can Be Done With Proactive Stakeholder Engagement”*. Presented at the 2014 Utility Management Conference, February, Savannah, Georgia.

*“User Fee Funded Stormwater Utilities Manual”*. 2<sup>nd</sup> Edition. (2013). Lead Author for Chapter 3 – Stormwater Feasibility Study. Water Environment Federation, Alexandria, VA.

*“Regional Collaboration: A 2009 Survey Findings”*. Report on the survey conducted by the Strategic Management Practices Committee of AWWA. Presented at the 2010 Utility Management Conference, February, San Francisco, CA

*“Promoting Sustainable Stormwater Management: The Role of a Stormwater Credit Program”*. Presented at the 2009 Stormcon Conference, August, Anaheim, CA.



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*“Look Before you Leap: Developing Policies for Stormwater User Fee Implementation,”* Presented at the August 2008 Stormcon Conference, Orlando, FL.

Kumar, Prabha, White, Anna. (2008). *“Know Your Way – Policy Development in Stormwater User Fee Implementation,”* Published in the May 2008 issue of Stormwater, Vol 9. No.3.

*“Stormwater User Fee Financing: Charge the Runoff, not the Usage,”* Presented at the 2007 AWWA-WEF Joint Management Conference, Portland, Ore.

## Brian L. Merritt, LEED-AP, CFM

Civil/water resources project management professional with 14+ years of experience in the engineering and consulting industry. Extensive experience in project management, stormwater fee implementation and development, engineering design, permitting, public outreach, program evaluations and planning, and funding strategy implementation.

### PROJECT EXPERIENCE

#### City of Columbia, South Carolina | Stormwater Rate Study | 2016-2017

Mr. Merritt has been serving as task lead working with the City of Columbia South Carolina's Department of Utilities and Engineering to complete develop a long-term financial plan and associated rate schedules for their stormwater utilities. Prior to the study, the City had not reviewed their stormwater rates in nearly 10 years. Currently, Mr. Merritt is assisting the City in evaluating multiple capital improvement plan scenarios in conjunction with the capital financing plan. Scenarios range from \$5 million to \$100 million in capital improvements, funded via a mix of cash and debt financing. Varying levels of incremental operating costs associated with the additional staffing needed to deliver the capital program were also incorporated into the analysis. In the spring of 2017, a series of presentations of the financial plan and rate schedules were made to City Council. In June 2017, City Council approved a multi-year rate increase, that will aid the City in addressing critical stormwater issues and address nearly \$100 million capital improvements.

#### City of Cincinnati, Ohio – Stormwater Management Utility | Stormwater Rate Study | 2016-2017

Mr. Merritt has been working with the City of Cincinnati Ohio's Stormwater Management Utility (SMU) to complete a comprehensive review of the their stormwater rates. Current work includes the evaluation of projected revenue requirements and anticipated system-wide revenue increases due to the anticipated need for a large capital program to rehabilitate and/or replace components of the City's Barrier Dam as well as other critical stormwater infrastructure. Additional costs associated with NPDES MS4 Phase II permit requirements, increased operation and maintenance costs, were also evaluated. A draft financial plan report was delivered to staff in January 2017. The report is expected to be finalized in the coming weeks for City Council consideration.

#### City of Havre de Grace, Maryland | Water and Sewer Rate Rate Study | 2016-2017

Mr. Merritt is serving as project manager for the City of Havre de Grace, Maryland's to complete a comprehensive review of their current water and sewer rates. The project integrates an asset renewal forecast with the rate study in order to alleviate the current deficit fiscal position and adequately fund water and sewer operations and capital program obligations. Prepare a reasonable estimate of repair and renewal forecast for all of the water system treatment, storage, transmission, and distribution assets; Development a five-year financial plan for the water/sewer enterprise fund to assure financial self-sufficiency; Review of the existing rate structure and design rate schedules to enable a defensible recovery of fixed and variable costs of the water and sewer utilities; and

### MANAGER

**Specialization:**  
Stormwater Fee and Utility Implementation; Stormwater Management; Strategic Planning; Hydraulics; Hydrology; Green Infrastructure Planning and Design; Credit Program Development; Rate Structure Analysis and Design; Stormwater Financial Planning; Public Outreach and Stakeholder Engagement; Stormwater Needs Assessments;

#### Education

- M.S., Civil & Environmental Engineering, Lehigh University, 2007
- B.S., Civil & Environmental Engineering, Lehigh University, 2000

#### Professional Registrations & Certifications

Certified Flood Plain Manager  
Leadership in Energy & Environmental Design (LEED) Accredited Person  
Certified Carbon Strategy Practitioner

#### Professional Associations

- Pennsylvania Environmental Council

**Year Career Started**  
2002

**Year of Stormwater Experience**  
14

presentation of the Rate Study findings and recommendations to the Water and Sewer Rate Commission and to the City Administration and Council.

### **Philadelphia Water Department, City of Philadelphia, Pennsylvania | Stormwater Cost of Service and Rate Study | 2015-2017**

Mr. Merritt is supporting the stormwater cost of service analysis, and rate study update for the Philadelphia Water Department. The study involves a six-year financial planning, cost allocation analysis, stormwater fee policy issues review, rate design, and rate case support. Mr. Merritt is aiding in the development of stormwater related analysis including: sewer cost of service, system-wide billing units estimates, stormwater cost allocation, user fee methodology, credit, incentive and customer assistance program cost recovery. Mr. Merritt is also helping with drafting testimony for the rate proceedings.

### **Pittsburgh Water and Sewer Authority, Pittsburgh | Stormwater Program and Rate Structure Project | 2015-2017**

Mr. Merritt is currently serving as Project Manager for Black & Veatch's portions of the Pittsburgh Water and Sewer Authority's (PWSA) 2 –Stormwater User Fee Development and Implementation project. Phase 2 builds off of work previously conducted in 2012, and is intended to take the decisions and recommendations developed during Phase I- Feasibility Study up to the development of a draft ordinance for consideration by Pittsburgh City Council. Project work will include updates to the stormwater cost allocation analysis, financial planning, user fee funding and rate structure finalization. Mr. Merritt is providing technical advice and input into PWSA's public outreach and education planning efforts.

### **City of Newark, Delaware | Stormwater Rate Structure Development | 2016**

Mr. Merritt has been assisting in the development of a new stormwater utility for the City of Newark, De. This involves the evaluation of policies related to stormwater revenue requirements, impervious area development, customer classification, rate structure development, billing and enforcement as well as credit and appeals. Work also includes establishing stormwater units of service and analyzing the operations, capital and other costs to determine the revenue requirements. In addition, a draft stormwater rate structure and fee have been developed. The implementation of stormwater fee has been approved by City Council and is moving into the implementation phase.

### **City of Cincinnati, Ohio – Stormwater Management Utility | Stormwater Rate Study | 2016-2017**

Mr. Merritt has been working with the City of Cincinnati Ohio's Stormwater Management Utility (SMU) to complete a comprehensive review of their stormwater rates. Current work includes the evaluation of projected revenue requirements and anticipated system-wide revenue increases due to the anticipated need for a large capital program to rehabilitate and/or replace components of the City's Barrier Dam as well as other critical stormwater infrastructure. Additional costs associated with NPDES MS4 Phase II permit requirements, increased operation and maintenance costs, were also evaluated. A draft financial plan report was delivered to staff in September 2016. The report is expected to be finalized by December 2016 for City Council consideration.

### **Philadelphia Water Department, City of Philadelphia, Pennsylvania | Water Revenue Assistance Programs and Appeals Process Review | 2015**

Mr. Merritt is assisting with the implementation of improvement initiatives identified during Black & Veatch's comprehensive program review of the Water Revenue Bureau's (WRB) existing Water Revenue Assistance Program (WRAP), Deferred Payment Agreements program and a review of the utility billing appeals and hearing processes. Work includes policy manual development, training materials preparation and conduct of customer service representative (CSR) training sessions for over 200 City of Philadelphia employees.

### **South Fayette Township, Allegheny County, Pennsylvania | Stormwater Program Needs Assessment | 2015**

Project Manager, while with a former employer, assisting South Fayette Township in a comprehensive needs assessment of their existing stormwater program. The goal of the project is to define an enhanced program that meets the future needs and priorities of the community while addressing operation and maintenance, infrastructure replacement, and MS4 compliance responsibilities. All of the main streams, which run through the Township, are impaired. Impairments include acid mine drainage, nutrients, PCBs, and sediments. Actions to address these pollutants must be considered as part of the next MS4 permit cycle. A stormwater needs assessment committee was conveyed to gain public input into which program areas needed the most attention and to develop a five-year plan on which to evaluate funding options.

### **White Township, Indiana County, Pennsylvania | Stormwater Assessment Feasibility Study | 2014-2015**

Project Manager, while with a former employer, assisting White Township in a program evaluation process that could result in the implementation of a stormwater user fee in the Township. This fee would be used to support enhancements to the Township's stormwater management program with resources directed to meet community-wide goals and needs. The project is intended to provide the Township with sufficient information on the viability of implementing a stormwater user fee, prior to investing in full implementation. Responsible for program evaluation and planning, billing system and data evaluation, impervious area data analysis, parcel and account review, rate structure development, initial rate estimates, public/Board of Commissioners presentations as well as overall project and client management. As of June 2015, White Township has decided to move forward with implementation targeting January 2016 for implementation.

### **Radnor Township, Montgomery County, Pennsylvania | Stormwater Program and Fee Implementation | 2012-2013**

Project Manager, while with a former employer, for the evaluation and development of an updated stormwater management program and funding mechanism for Radnor Township, PA. Led project team working with the Township personnel to develop a dedicated funding source to help meet the community's goals for infrastructure maintenance, flood mitigation, and green infrastructure. Services included stormwater program assessment and level of services analysis, financial analysis, data and master account file development, stakeholder meeting facilitation, rate evaluation, rate structure and ordinance development. Radnor convened a stormwater advisory committee to provide input into key policy issues such as the stormwater program needs, level of service considerations, the overall program plan, rate structure, credit and incentive program options and public education requirements. Assisted the Township with appeals policy development, billing

system implementation support, customer service training, draft credit program development, and public education efforts. The stormwater user fee was approved by the Radnor Board of Commissioners in September 2013.

### **City of Meadville, Crawford County, Pennsylvania | Stormwater Program and Fee Implementation Project | 2012-2013**

Project Manager, while with a former employer, for the evaluation and development of an updated stormwater management program for the City of Meadville, PA. Assessed the current stormwater program with the goal of establishing a functioning stormwater funding mechanism that fully accounts for the City's stormwater program costs. Tasks included a review of the City's current level of service, evaluation of the stormwater program's organizational structure, future needs assessment, current cost estimation, facilitation of Citizen's Advisory Groups, ordinance development, credit and appeals policy and program development, customer service training, management of public outreach and education activities as well as GIS and billing database development. Two separate Citizen's Advisory Groups were convened, one to provide input on the initial stormwater fee policies and the second to help develop a detailed stormwater credit and appeals program to enhance the equity of the fee and provide incentives to private property owners to better manage stormwater on-site. The Meadville stormwater fee was approved by their City Council in November 2012 and the first bills were processed in 2013.

### **Mt. Lebanon Township, Allegheny County, Pennsylvania | Stormwater Program and Fee Implementation | 2011-2012**

Project Manager, while with a former employer, providing support on all aspects of the stormwater program evaluation and fee development. Mr. Merritt was also responsible for contracting, budgeting, scheduling and invoicing of executed project work. Mt. Lebanon was the first stormwater fee to be implemented within Pennsylvania outside of the City of Philadelphia. The project entailed providing a full suite of services in support of program development and fee implementation including program assessment, cost of service analysis, cash flow analysis, data analysis and rate development, Master Account File development, billing assistance and customer support training, public outreach and education, rate ordinance support. The overall team worked closely with Mt. Lebanon staff and consultants to undertake the steps necessary to implement the stormwater program and associated fee. The Mt. Lebanon stormwater fee was approved by in August of 2011 and the first bills were processed in 2012.

### **Philadelphia Water Department, City of Philadelphia, Pennsylvania | Credit Program and Customer Advisory Committee | 2010-2012**

Project Manager, while with a former employer, for to assist the Philadelphia Water Department (PWD) in assessing its current stormwater fee and credit program and leading staff and citizens through a process that has helped to identify potential changes and improvements in both the perceived equity of its stormwater user fees and the overall effectiveness of its credit mechanisms as they apply PWD's Stormwater and Green Infrastructure (GI) programs. Provided assistance in project efforts including: user fee, rate payer, and credit application analysis and tool development; strategic and tactical planning with staff; complex financial and economic analysis of scenario impacts on various classes of business and residential land use; peer cities review; assessment of various credit approaches tied to GIS objectives, customer attractiveness, and financial impacts; development and facilitation of a multi-meeting Customer Advisory Committee (CAC) / stakeholder process;

development of policy documents, informational pieces, public outreach execution and support, meeting notes and summaries and comprehensive report. Additionally, oversaw the team's scope, schedule and budget, as well as managed contracting obligations, billing and invoicing.

## **SELECTED PUBLICATIONS & PRESENTATIONS**

### **Presentations – Stormwater Utility Implementation**

- Government Finance Officers Association of Pennsylvania, April 2015
- Villanova University Guest Lecturer – Sustainability & Science, 2014
- St Joseph's University Stormwater Workshop, 2014
- Villanova University Stormwater Symposium, 2013
- 3 Rivers Wet Weather, 2013
- Erie County GIS Workshop, 2013
- PA Northwest City Manager's Meeting, 2012

### **Publications**

*"Sustainable Stormwater Programs and Financing"*, Pennsylvania Borough News, October 2014

## Pamela Lemoine

Ms. Lemoine’s experience encompasses a diverse range of financial, engineering, and economic studies for stormwater, wastewater and water utilities and solid waste systems. She has extensive experience in the conduct of strategic financial planning studies, cost of service and rate design studies, as well as financial capability analyses and affordability assessments associated with long term control plan development required as a result of federal consent decrees and integrated planning efforts. She has assisted utilities in developing strategies to address affordability in negotiations with regulators.

Ms. Lemoine is familiar with the issues affecting stormwater management, including compliance with federal legislation such as the National Pollutant Discharge Elimination System, urban runoff management and private versus public property issues. Ms. Lemoine has helped clients develop policies that help meet both the city’s and property owners’ needs and has assisted in the development of stormwater utilities, including policy development, financial planning, rate and credit program design, and implementation, providing clients with a stable source of revenue to fund necessary stormwater activities as required by NPDES permits and other wet weather related issues.

Ms. Lemoine has also developed performance measures to allow utilities to better track efficiency and level of achievement of established goals and objectives. She is also experienced in the determination of the economic feasibility of proposed projects or property as well as major expansions to projects. She regularly presents utility issues and study results to city councils, board of commissioners and other stakeholders.

### REPRESENTATIVE PROJECT EXPERIENCE

#### City of Cincinnati, Ohio Stormwater Management Utility | Stormwater Rate Study | 2011, 2016-present

Project Manager. Ms. Lemoine served as Project Manager in the completion of a comprehensive stormwater rate study for the City’s Stormwater Management Utility (SMU). The analysis included the evaluation of projected revenue requirements and anticipated system-wide revenue increases due to the anticipated need for a large capital program over the study period to rehabilitate and/or replace components of the City’s Barrier Dam, which is operated by the stormwater utility and funded by the stormwater user fee. Rates based upon the analysis were implemented in December 2011. Subsequently, Ms. Lemoine led a comprehensive update of the analysis for the FY2018-2027 study period. Ms. Lemoine continues to assist SMU in the evaluation of alternative budgets being proposed by policy makers.

### PRINCIPAL CONSULTANT

**Specialization:**  
Strategic Financial Planning, Affordability, Stormwater Utility Development and User Fees, Capital Projects, Funding and Bond Feasibility, Citizen Work Groups, Public Information

#### Education

- B.S., General Engineering, University of Illinois – Urbana-Champaign

#### Professional Registration

Professional Engineer: Washington

#### Experience

1987 – present

Joined Black & Veatch 1995

#### Professional Associations

WEF  
AWWA  
NACWA – Utility Management Committee member, Legal Affairs Committee  
USEPA Environmental Financial Advisory Board member

### **Sanitation District No. 1 of Northern Kentucky | Wastewater and Storm Water Financial Planning and Rate Study and Consent Decree Affordability/Negotiation Assistance, Kentucky | 2012-present**

Project Manager. Comprehensive financial plan and rate study for the District. Key issues addressed included the appropriate allocation of wet weather costs between the wastewater and storm water utilities, allocation of costs, including wet weather costs, to customer classes, and review and recommendation of appropriate rate structures to recover such costs in an equitable manner.

Project Manager. Evaluation of affordability concerns related to the District's consent decree and on-going negotiations with federal and state regulators. Issues being addressed include the economic condition and impact of the wet weather program within the service area and specifically for vulnerable populations within the service area, the impact annually and over time on the District's financial condition, and overall impact within the service area due to the combined effect of wastewater and stormwater requirements.

### **City of Springfield, Ohio | Stormwater Utility Development | 2009-2011**

Technical and Policy Advisor. The City engaged Black & Veatch to assist with the implementation of a stormwater utility. Project elements included all activities required for the successful implementation of a utility, including organization and financial analysis, parcel analysis, rate structure and fee development, credit program and appeals process development, development of the draft ordinance, and billing database. All activities were conducted with a strong focus on public involvement, through a citizens' advisory committee and development of a public outreach program. Ms. Lemoine assisted with the development of all policies, parcel analysis and billing database.

### **Metropolitan Sewer District of Greater Cincinnati | Wastewater Revenue Requirement, Cost of Service and Rate Design Studies and Consent Decree Affordability Analysis/Negotiation Assistance, Ohio | 2005-present**

Project Manager. Annual review of the District's revenue requirements, developing a 5-10 year projection of future revenue needs based upon the District's current operating and capital programs. Ms. Lemoine also worked with District Management in 2009 to evaluate financial policies and recommend changes to the policies to help improve the District's financial strength and ensure continued success in light of the significant capital requirements the District is facing.

Project Manager/Director: Biennial comprehensive evaluation of the District's rate schedule, including projection of revenue requirements, cost of service analysis and rate design. Key issues have included: impact of implementation of the District's Wet Weather Program, as required under a consent decree; impact of declining customer volume; changes in rate structure to address



affordability concerns while maintaining equity between customers; and evaluation of the equitable recovery of costs related to infiltration/inflow.

Project Manager. Detailed evaluation of short- and long-term effects of implementation of requirements of the District's consent decree. Evaluated the impact of capital costs as well as associated additional operating costs on the utility's revenue requirements and resulting rates increases. Evaluated affordability based on EPA Guidance as well as annual bills compared to median income for both service area and city. Worked closely with the District and the District's attorneys throughout the negotiation process, including discussions with regulator staff and consultants.

### **City of Arnold, Missouri | Stormwater Utility Development | 2003-2006**

Task Leader and Senior Consultant. Ms. Lemoine served as a Task Leader and Senior Consultant developing the framework and fees necessary for implementing a stormwater utility within the City. The work was completed as part of a larger stormwater master plan project. Her work included the development of alternative sources of funding followed by the development of numerous rate structures that would be feasible for the City to implement. Based on approval by the City Council, rates were developed for three alternative levels of operation for the new utility. Identification of additional data needs, database development and implementation procedures were also included in the study.

### **Additional Stormwater Experience**

- Southeastern Public Service Authority | Strategic Financial Advisory Services, Virginia
- Seattle Public Utilities | Drainage Policy Study, Washington
- Sydney Water Corporation | Survey of United States Stormwater Utilities, Australia
- Portland, Ore. | Stormwater Cost Allocation Study
- Tacoma, Wash. | Storm Drainage Utility Cost Allocation Study
- Portland, Ore. | Capital Cost Allocation Study, Bureau of Environmental Services
- Ocean Shores, Wash. | Water, Wastewater and Storm Drainage Rate Study



## Legislation Details (With Text)

<b>File #:</b>	RES-17:136	<b>Version:</b>	1	<b>Name:</b>	Contract with Crabtree & Son for Race St sidewalk and RR pedestrian crossing
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/31/2017	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE RACE ST. SIDEWALK & RR PEDESTRIAN. CROSSING (2017:26)				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract Documents 2017 26 Bid Tab</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE RACE ST. SIDEWALK & RR PEDESTRIAN. CROSSING (2017:26)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Race St. Sidewalk & RR Ped. Crossing;

WHEREAS, the low bidder and the firm selected for the Race St. Sidewalk & RR Pedestrian Crossing is Crabtree & Son Construction, Inc.;

WHEREAS, funding for the execution of the contract shall come from the Arkansas Transportation Alternatives Program budget and compensation shall be paid in accordance with the contract documents.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with for the Race St. Sidewalk & RR Ped. Crossing is Crabtree & Son Construction, Inc.

Section 2. That funding for the execution of the contract shall come from the Arkansas Transportation Alternatives Program budget and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



**Specifications**

**For**

**Race St. Sidewalk & RR Ped.**  
**Crossing (Jonesboro)(TAP-15)(S)**  
**Job 100857**

**(Bid #2017:26)**  
**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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**P.O. Box 1845 ■ 300 South Church Street ■ Jonesboro, AR 72403 ■ 870.932.2438**

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## **ADVERTISEMENT FOR BIDS**

Sealed bids for the Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857 will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on August 30, 2017 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to construct sidewalk along the south side of Race Street. All Submissions shall be annotated on the outside of the envelope with the bid number 2017:26.

The project consists of the construction of approximately 1,000 LF sidewalks along the south side of Race Street from Turtle Creek to the Union Pacific Railroad Crossing.

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to him. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

The successful Bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

The attention of bidders is called to the fact that no contractor's license is required to submit a bid, but successful bidder must be licensed prior to entering into a contract with the City for the project.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of \$25.00 Dollars per set from the City of Jonesboro, 300 South Church Street, Jonesboro, Arkansas 72401. No refunds will be made. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on "Purchasing" at [www.jonesboro.org](http://www.jonesboro.org).

Proposals will be considered on the basis of cost, the bidder's financial responsibility, his equipment, and his past performance in completing similar work. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

## II. INSTRUCTION TO BIDDERS

### 1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule. All blank spaces must be filled in legibly with ink or typed. All blank spaces for bid prices on the Unit Price Schedule must be filled in with figures; the extended total for each item shall be entered. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total be corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedule shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal by the Bidder. Total Base Bid will equal Invoice Price.

There must be a bid on all items which may appear on the Unit Price Schedule. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The bid form and Unit Price Schedule shall not be detached, but shall be **submitted in the original binding** as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

The Anti-Collusion and Debarment Certification in Section XII must be executed and submitted with the bids at the time proposals are submitted.

“Buy America” provisions apply to this project in accordance with standard specifications of the Arkansas State Highway and Transportation, Section 106.01 (b).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857, Bid Number 2017:26 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

### 2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to seven (7) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

### **4. BID GUARANTY**

The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond (substantially in the form attached). No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the City of Jonesboro, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified checks, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

### **5. COLLUSION; SUBCONTRACTS**

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

### **6. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

## **7. BALANCED BIDS; VARIATIONS IN QUANTITIES**

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

## **8. TIME FOR RECEIVING BIDS**

A bid received prior to the advertised time of opening will be kept securely, and will remain sealed until the time of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

## **9. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## **10. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

## **11. AWARD OF CONTRACT; REJECTION OF BIDS**

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.



The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

## **12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND**

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined insufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

## **13. BONDS AND INSURANCE**

Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

## **14. LEGAL QUALIFICATIONS**

The successful Bidder, if a corporation created under the laws of a state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

**15. MODIFICATION OF BID**

No modification of any bid already submitted will be considered unless such modification is received prior to the time set for opening of bids.

**III. PROPOSAL**

Place Jonesboro, AR  
Date 8/30/17

Proposal of Crabtree & Son Construction, Inc.  
a corporation organized and existing under the laws of the State of Arkansas.

or

Proposal of Na  
a partnership consisting of Na.

or

Proposal of Na  
an individual doing business as Na.

**TO: City of Jonesboro**

This bid results from your advertisement for bids for the Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within one hundred twenty (120) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

N/A Dated N/A  
N/A Dated N/A

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is ~~certified check/bid bond~~ (Strike One) in the amount of Bid Bond Dollars (\$ Bid Bond), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Misti Crabtree  
(Witness)

598 CR 383

Bono, AR 72414  
(Address)

Crabtree & Son Construction Inc  
(Name of Bidder)

By Alvin Crabtree  
Alvin Crabtree President  
(Print Name and Title)



499 CR 383

Bono, AR 72414  
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.  
Items must be bid upon as specified in the Unit Price Schedule.

**IV. UNIT PRICE SCHEDULE**

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	R&D of Asphalt Pavement	202	SY	18	\$ 15.00	\$ 270.00
2	R&D of Concrete Pavement	202	SY	15	\$ 15.00	\$ 225.00
3	R&D of Curb & Gutter	202	LF	100	\$ 3.75	\$ 375.00
4	R&D of Concrete Walk	202	SY	550	\$ 15.00	\$ 8250.00
5	Borrow	210	CY	500	\$ 8.50	\$ 4250.00
6	Aggregate Base Course (Class 7)	303	Ton	100	\$ 21.00	\$ 2100.00
7	Portland Cement Concrete Driveway	505	SY	40	\$ 46.75	\$ 1870.00
8	Mobilization	601	LS	1	\$ 1500.00	\$ 1500.00
9	Maintenance of Traffic	603	LS	1	\$ 1500.00	\$ 1500.00
10	Signs	604	SF	48	\$ 5.25	\$ 252.00
11	Traffic Drums	604	Each	20	\$ 25.00	\$ 500.00
12	Solid Sod	624	SY	600	\$ 3.70	\$ 2220.00
13	Concrete Walks	633	SY	545	\$ 42.80	\$ 23,326.00
14	CC Curb & Gutter – A (1'-6")	634	LF	100	\$ 13.90	\$ 1390.00
15	Modify Drop Inlet	640	Each	2	\$ 690.00	\$ 1380.00
16	Sidewalk Drain	SP	Each	6	\$ 575.00	\$ 3450.00
<b>TOTAL BASE BID</b>					\$ 52,858.00	

**WRITTEN IN WORDS:**

Fifty two thousand Eight hundred fifty  
eight dollars and Zero cents

# BID BOND

**CONTRACTOR:**

*(Name, legal status and address)*

**Crabtree & Son Construction, Inc.**  
499 CR 383  
Bono, AR 72416

**SURETY:**

*(Name, legal status and principal place of business)*

**Granite Re, Inc.**  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER:**

*(Name, legal status and address)*

**City of Jonesboro**  
300 S Church Street, Room 421, Jonesboro, AR 72401

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid-----

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Race Street Sidewalk & RR Ped Crossing**  
100857

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2017

Misti Crabtree  
*(Witness)*

Sherosse Escobedo  
*(Witness)*

**Crabtree & Son Construction, Inc.**  
*(Principal)*

Oliver Costello  
*(Title)*

**Granite Re, Inc.**  
*(Surety)*

Shana Meyer  
*(Title) Shana Meyer, Attorney-in-Fact*



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KEVIN M. BRUICK; MIKE HALTER; SYLVIA A. YOUNG; CAROLYN HUNTER; SHERESE ESCOVEDO; JEAN L. GRAMLING; BRIAN A. BOYD; MICHAEL WEATHERFORD; JEREMY M. COX; JODY LENSING; J. ALAN ROGERS; MIKI J. ROGERS; SHANA MEYER; LANDON FISHER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


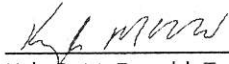
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KEVIN M. BRUICK; MIKE HALTER; SYLVIA A. YOUNG; CAROLYN HUNTER; SHERESE ESCOVEDO; JEAN L. GRAMLING; BRIAN A. BOYD; MICHAEL WEATHERFORD; JEREMY M. COX; JODY LENSING; J. ALAN ROGERS; MIKI J. ROGERS; SHANA MEYER; LANDON FISHER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 11<sup>th</sup> day of November, 2016.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 11<sup>th</sup> day of November, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
Certificate

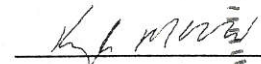
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

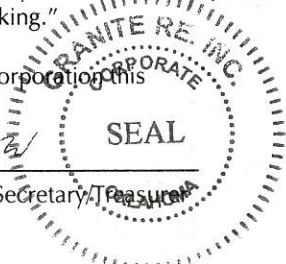
"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

30th day of August, 2017.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



## Statement of Bidders Qualifications

1. **Name of Bidder:** Crabtree & Son Construction, Inc.
2. **Permanent main office address:** 499 CR 383, Bono, AR 72416
3. **When organized:** January 1998
4. **If a corporation, where incorporated:** Jonesboro, AR in May of 2015
5. **How many years have been engaged in the contracting business under your present firm or trade name?** 19 years
6. **Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)** Aggie Road Sidewalk Project \$93,000 to be completed mid August, BRTC Parking lot repairs \$58,000.00 to be complete first of October
7. **General character of work performed by your company:** Concrete sidewalks, driveways and drainage work, etc.
8. **Have you ever failed to complete any work awarded to you?** No
9. **Have you ever defaulted on a Contract? No If so, Why?** N/A
10. **Have you ever been fined or had your license suspended buy a Contractor's Licensing Board? No If so where and why?** N/A
11. **List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:**
  - City of Jonesboro 2013, 2014, 2015, 2016 Concrete Labor Yearly Work
  - Caraway Road Sidewalk Project Phase II \$320,000.00– Completed in November 2016
  - City of Bono – Drainage improvements \$50,000.00
12. **List your major equipment available for the contract:** Excavator with thumb, Bobcat, Dump truck
13. **Experience in construction work similar in importance to the project:** Concrete sidewalks, driveway and drainage
14. **Background and experience in construction work similar in importance to the project:** See list on number 14
15. **Credit available:** \$40,000.00
16. **Give Bank Reference:** Ashley Moore
17. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?** Yes



## VI. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?  
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?  
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: \$\_\_\_\_\_.
16. Give Bank reference: \_\_\_\_\_.

- 17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- 18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro, Ark this 21<sup>st</sup>  
day of August, 20 17.

Crabtree & Son Construction Inc  
(Name of Bidder)

By Alvin Crabtree

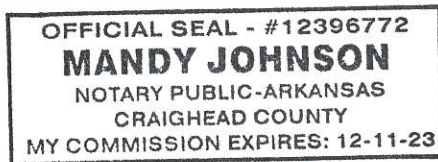
Title President

STATE OF Arkansas )  
COUNTY OF Craighead ) SS.

Alvin Crabtree being duly sworn deposes and says that  
he is President of Crabtree & Son Construction  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 21<sup>st</sup> day of August, 20 17



Mandy Johnson  
(Notary Public)

My Commission Expires:

12-11-23

**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and

between Crabtree & Son Construction, Inc.

(a Corporation organized and existing under the laws of the State of Arkansas)

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

**WITNESSETH:**

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857, in strict accordance with the Contract Documents, including all Addenda thereto

\_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_

as prepared by the Engineer.

**ARTICLE 2. The Contract Price.** The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

**ARTICLE 3. Contract Time.** The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. This Agreement (Contract)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including  
Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
City of Jonesboro  
(Owner)

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VIII. ARKANSAS PERFORMANCE-PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

of \_\_\_\_\_ State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Oblige, hereinafter called Owner, in the amount \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

## **IX. GENERAL CONDITIONS**

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## **GC.1 DEFINITIONS**

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

## **GC.2 SUPERINTENDENCE BY CONTRACTORS**

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

**GC.3 CONTRACTOR'S EMPLOYEES**

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

**GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES**

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

**GC.5 SUBCONTRACTS**

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

**GC.6 OTHER CONTRACTS**

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

**GC.7 CONTRACTOR'S INSURANCE**

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

- (1) Workmen's Compensation - Statutory Limit
- (2) Employer's Liability for Hazardous Work - If Needed

(3) Public Liability (Bodily Injury and Property Damage)	- \$1,000,000/occurrence - \$2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

The Contractor shall carry or require that there be carried the insurance listed in (1) through (3) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.

If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

**GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE**

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

Bodily Injury Liability (Including Death) and Physical Damage Liability	- \$1,000,000/occurrence
(Damage to or Destruction of Property)	- \$2,000,000/aggregate

**GC.9 FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

**GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained,

the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

#### **GC.11 PAYMENT TO CONTRACTOR**

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting five percent (5%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to

withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

<b>PAYMENT TO CONTRACTORS 2017 SCHEDULE - CONTRACTED PROJECTS</b>	
<b>City of Jonesboro Payment Schedule</b>	<b>Deadline for Invoice Submittal to Engineering</b>
Monday, January 09, 2017	Tuesday, December 27, 2016
Wednesday, February 08, 2017	Friday, January 27, 2017
Wednesday, March 08, 2017	Friday, February 24, 2017
Monday, April 10, 2017	Monday, March 27, 2017
Monday, May 08, 2017	Monday, April 24, 2017
Thursday, June 08, 2017	Friday, May 26, 2017
Monday, July 10, 2017	Monday, June 26, 2017
Tuesday, August 08, 2017	Tuesday, July 25, 2017
Friday, September 08, 2017	Monday, August 28, 2017
Monday, October 09, 2017	Monday, September 25, 2017
Wednesday, November 08, 2017	Friday, October 27, 2017
Friday, December 08, 2017	Monday, November 27, 2017

**GC.12 USE OF COMPLETED PORTIONS**

The Owner shall have the right to use any completed or partially completed portion of the work and such use shall not be considered as an acceptance of any work.

**GC.13 CHANGES IN THE WORK**

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the Guaranty Bonds, and without relieving or releasing the Surety or Sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

After the work is complete, a final change order may be prepared to be accepted by the Owner and

Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

If the applicable unit prices are contained in the Proposal (established as a result of either a unit price or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit and lump sum prices specified in the Contract; provided that in case of a unit price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25) percent in accordance with the section entitled BALANCED BID; VARIATION IN QUANTITIES under INSTRUCTIONS TO BIDDERS.

If applicable unit prices are not contained in the Unit Price Schedule as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:
  - (A) Labor, including foremen;
  - (B) Materials entering permanently into the work;
  - (C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - (D) Power and consumable supplies for the operation of power equipment;
  - (E) Insurance;
  - (F) Social Security and old age and unemployment contributions.

To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit.

Each Change Order shall include in its final form:



- (1) A detailed description of the change in the work.
- (2) The Contractor's Proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the Contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

#### **GC.14 CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

#### **GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT**

##### Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State

regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

At the expiration of the said ten (10) days, the Owner may immediately serve notice upon the Surety to complete the work.

In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery, or apparatus, to said Contractor; and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

#### Termination for Convenience

The City of Jonesboro may, by written notice to the Contractor, terminate this contract without cause. The City must give notice of termination to the Contractor at least ten (10) days prior to the effective date of termination.

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- (1) cease operations as directed by the Owner in the notice;
- (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and actual costs incurred directly as a result of such termination, and there will be no compensation for overhead and profit on work not executed.

#### **GC.16      SUSPENSION OF WORK**

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor

notice in writing three (3) days prior to the suspension.

The Contractor after written notice to resume work shall begin within ten (10) days from the date of such notice.

If the work or any part thereof shall be stopped by the Owner's notice and the Owner fails to notify the Contractor to resume work within sixty (60) days, the Contractor may abandon that portion of the work so suspended and the Contractor shall be paid for all work performed on the portion so suspended at unit prices quoted in the Unit Price Schedule for completed work involved, at agreed prices on any extra work involved, and at a fair and equitable price for partially completed work involved.

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

#### **GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES**

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualty, or any other cause beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Owner may decide; provided, however, said time of completion shall be extended upon the following conditions and no other.

- 1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.
- 2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.
- 3) In event of a continuing cause of delay, only one claim is necessary.

GC.17.1 Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;

- (3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

#### **GC.18     DISPUTES**

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, with return of receipt requested.

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

#### **GC.19 ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

#### **GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS**

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

#### **GC.21 SHOP DRAWINGS**

Shop Drawings shall be required for all equipment, materials, and as required by the Engineer. All Shop Drawings, Machinery Details, Layout Drawings, etc., shall be submitted to the Engineer in four (4) copies for review (unless otherwise specified) sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc. until they are reviewed, and approved; and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor

to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

#### **GC.22      REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### **GC.23      REFERENCE TO MANUFACTURER OR TRADE NAME - "OR EQUAL CLAUSE"**

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds

as the Owner may require which shall be furnished at Contractor's expense.

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

#### **GC.24 SAMPLES, CERTIFICATES, AND TESTS**

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by

the Engineer;

- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

#### **GC.25 PERMITS AND CODES**

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Local Public Agency.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the site of the work, and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

#### **GC.26 CARE OF WORK**

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in



whole or in part by payments made by the Local Public Agency.

The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### **GC.27      QUALITY OF WORK AND PROPERTY**

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in conformance with these standards shall be considered defective. If any work, property, materials or equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings

or designs, the above provisions shall apply to such drawings or designs.

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

#### **GC.28 ACCIDENT PREVENTION**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### **GC.29 SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved

source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

### **GC.30 USE OF PREMISES**

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the site of other public Rights-of-Way with his materials and construction equipment. In case such Rights-of-Way furnished by the Local Public Agency are not sufficient to accommodate the Contractor's operations, he shall arrange with the Local Government, or with the owner or owners of private property for additional area or areas, and without involving the Local Public Agency in any manner whatsoever.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government (including but not limited to those) regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

### **GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project site and public Rights-of-Way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, thoroughly clean all drainage pipes, structures, ditches, and other features, and put the whole site of the work and public Rights-of-Way in a neat and "broom" clean condition. Trash burning on the site of the work will be subject to prior approval of the Jonesboro Fire Department.

### **GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY**

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and Specifications. If the Contractor fails to deliver the materials, equipment, or other property, the value, as determined by the Engineer, shall be deducted from amounts due the Contractor.

### **GC.33 OBSERVATION OF WORK**

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.

The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer

or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the

Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

#### **GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER**

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, and personnel records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

#### **GC.35 PROHIBITED INTERESTS**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof.

#### **GC.36 FINAL INSPECTION**

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

### **GC.37 PATENTS**

The Contractor shall hold and save harmless the Local Public Agency, its officers, employees, and the Engineer, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

### **GC.38 WARRANTY OF TITLE**

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

### **GC.39 GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

## **X. SUPPLEMENTAL GENERAL CONDITIONS**

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## **SGC.1      PROGRESS SCHEDULE**

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) type seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

- (1) Actual date construction is scheduled to start if different from the date of notice to proceed.
- (2) Planned contract completion date.
- (3) Beginning and completion dates for each phase of work.
- (4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.
- (5) All construction milestone dates.
- (6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

The construction contract schedule shall be submitted in conjunction with and/or in addition to any other specification requirements concerning schedules.

## **SGC.2      DRAWINGS**

One (1) set of Plans and Specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

The Contractor shall keep one (1) copy of all drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

## **SGC.3      ADDITIONAL INSURANCE (i.e. Railroad Insurance)**

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## **SGC.4      RECORD DRAWINGS**

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes,



comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

The Contractor shall accurately identify and document the locations of all underground and/or concealed work that he has performed and/or has been affected by his work. This shall include all equipment, conduits, pipe lines, valves, fittings and other appurtenances and underground structures that are part of the Contractor's work and their proximity to existing underground structures and utilities to the extent known. The Contractor will certify accuracy of the Record Drawings by endorsement.

The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

#### **SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM**

This section covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.

The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b) (2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Owner of the structure or utility and the Project Owner.

The work required by this item will not be measured for separate payment, but will be considered subsidiary to other items of the contract. If a Trench and Excavation Safety System is needed, the Contractor shall submit to the Engineer a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

## **SGC.6      MINIMUM WAGES**

The Contractor shall comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

It shall be the responsibility of each Bidder to determine the consequences of the applicable wage provisions of the Davis Bacon Act, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of the Act.

The Contractor shall comply with all applicable wage provisions of the Davis Bacon Act including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the United States Department of Labor. Such determination covering rates for regular hours, fringe benefits, and rates for holidays and overtime are listed on the following page.
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined by the United States Department of labor.
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the United States Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the United States Department of Labor are minimums for wage payments under this Contract.

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
 SUPPLEMENTAL SPECIFICATION  
 WAGE RATE DETERMINATION

General Decision Number: AR170274 01/06/2017 AR274

Superseded General Decision Number: AR20160274

State: Arkansas

Construction Type: Highway

County: Craighead County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

SUAR2014-032 07/21/2014

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 20.23	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 15.32	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.74	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 21.75	0.00
IRONWORKER, REINFORCING.....	\$ 14.22	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.00	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.68	0.00
LABORER: Common or General.....	\$ 12.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.38	0.00
LABORER: Pipelayer.....	\$ 14.56	0.00

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
 SUPPLEMENTAL SPECIFICATION  
 WAGE RATE DETERMINATION

OPERATOR: Asphalt Paver.....	\$ 16.52	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.80	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.64	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.06	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.00	0.00
OPERATOR: Bulldozer.....	\$ 19.29	0.00
OPERATOR: Crane.....	\$ 22.84	0.00
OPERATOR: Drill.....	\$ 14.85	0.00
OPERATOR: Grader/Blade.....	\$ 15.00	0.00
OPERATOR: Hydroseeder.....	\$ 10.79	0.00
OPERATOR: Loader.....	\$ 16.85	0.00
OPERATOR: Mechanic.....	\$ 18.83	0.00
OPERATOR: Milling Machine.....	\$ 17.52	0.00
OPERATOR: Oiler.....	\$ 19.29	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.05	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 16.97	0.00
OPERATOR: Roller.....	\$ 12.50	0.00
OPERATOR: Scraper.....	\$ 19.31	0.00
OPERATOR: Screed.....	\$ 16.54	0.00
PILEDRIVERMAN.....	\$ 24.70	0.00
TRAFFIC CONTROL: Flagger.....	\$ 9.88	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 21.03	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.67	0.00
TRUCK DRIVER: Water Truck.....	\$ 16.00	0.00
TRUCK DRIVER: Semi/Trailer		

Truck.....\$ 12.50 0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **XI. SPECIAL CONDITIONS**

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## **SC.1 GENERAL**

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

## **SC.2 LOCATION OF PROJECT**

The project is located along Race Street in Jonesboro, Arkansas. A map showing the general location is included in the plan sets.

## **SC.3 SCOPE OF WORK**

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857.

## **SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be one hundred twenty (120) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

## **SC.5 FORMS, PLANS AND SPECIFICATIONS**

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

## **SC.6 LIQUIDATED DAMAGES FOR DELAY**

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time.

1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.
2. Extensions of time for completion, under the condition of 2(a) next below, will be granted;

extensions may be granted under other stated conditions:

- a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
  - b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.
  - c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
    - (1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
    - (2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.
3. The Resident Project Representative or other authorized representative of the City shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the City and the Contractor, as to the classification of any day, the matter shall be referred to the City whose decision shall be final.
  4. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

The amount of Liquidated Damages to be assessed shall be in accordance with the schedule that follows:

<u>Amount of Contract</u>	<u>Liquidated Damages</u> <u>Per Day</u>
Less than \$25,000.00	\$100.00
Not less than \$ 25,000.00 but less than \$ 50,000.00	\$150.00
Not less than \$ 50,000.00 but less than \$ 100,000.00	\$200.00
Not less than \$100,000.00 but less than \$ 500,000.00	\$250.00
Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
Over \$1,000,000.00	\$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.
2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

#### **SC.7 KNOWLEDGE OF CONDITIONS**

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

#### **SC.8 PERMITS AND RIGHTS-OF-WAY**

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

## **SC.9 REFERENCE SPECIFICATIONS**

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

## **SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

## **SC.11 USED MATERIALS**

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

## **SC.12 EXISTING STRUCTURES**

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

## **SC.13 USE OF EXPLOSIVES**

Any use of explosives or blasting shall be as outlined in these Specifications.

#### **SC.14 BARRICADES, LIGHTS, AND WATCHMEN**

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the Owner.

#### **SC.15 FENCES AND DRAINAGE CHANNELS**

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

#### **SC.16 WATER FOR CONSTRUCTION**

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

#### **SC.17 MATERIAL STORAGE**

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

#### **SC.18 EXISTING UTILITIES AND SERVICE LINES**

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

#### **SC.19 TESTING, INSPECTION AND CONTROL**

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Contractor. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

**Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro.** The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

#### **SC.20 BOND**

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

## **SC.21 LIGHT AND POWER**

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

## **SC.22 LINES AND GRADES**

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.
- b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.
- c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.
- d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

## **SC.23 LEGAL HOLIDAYS**

January 1, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

#### **SC.24 SEQUENCE OF CONSTRUCTION**

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

#### **SC.25 TEST BORINGS**

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

#### **SC.26 TEMPORARY FIELD OFFICE**

Not required for this project.

#### **SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT**

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

#### **SC.28 MAINTENANCE BOND**

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.



**RELEASE**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857

project.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857

have been fully satisfied.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Resident Agent, State of Arkansas

\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, agreed to construct the Race St. Sidewalk & RR Ped. Crossing (Jonesboro)(TAP-15)(S) Job 100857 and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep said work in repair for a one year period beginning \_\_\_\_\_ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

SEAL

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact

**XII. TECHNICAL SPECIFICATIONS**

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**TITLE**

SP-1	Standard Specifications for Highway Construction Arkansas State Highway and Transportation Department, Latest Edition (including all Errata for the Book of Standard Specifications)
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## **SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION**

### General

The standard specifications of the Arkansas State Highway and Transportation are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply.

A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

CITY OF JONESBORO

SPECIAL PROVISIONS

Title VI CONTRACT PROVISIONS – APPENDIX A

Title VI CONTRACT PROVISIONS - APPENDIX E

FHWA -1273 REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS

FHWA-1273 SUPPLEMENTAL SPECIFICATION, SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 U.S.C. 140)

FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES

FHWA-1273 SUPPLEMENTAL SPECIFICATION, EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS

FHWA-1273 SUPPLEMENTAL SPECIFICATION, POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS

DOCUMENTATION OF PAYMENTS MADE TO DISADVANTAGES BUSINESS ENTERPRISES

SUPPLEMENTAL TO PROPOSAL – ANTI-COLLUTION AND DEBARMENT CERTIFICATIONS

SUPPLEMENTAL TO PROPOSAL – CERTIFICATION

CARGO PREFERENCE ACT REQUIREMENTS

## Title VI CONTRACT PROVISIONS APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancelling, terminating or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## TITLE VI CONTRACT PROVISIONS

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq)

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this

contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of

paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will

notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – NOTICE TO CONTRACTORS**

Elsewhere in this contract are three Supplemental Specifications on Equal Employment Opportunity designated as PR-1273 Supplements. They are (1) Specific Equal Employment Opportunity Responsibilities (23 U.S.C. 140), (2) Equal Employment Opportunity – Goals and Timetables, and (3) Equal Employment Opportunity – Federal Standards. This notice is to clarify the responsibilities for review of compliance and enforcement for these separate supplemental specification requirements.

The first of the Supplemental Specifications cited above covers the requirements for the equal employment opportunity program under Title 23 for which the sponsor is responsible. The sponsor performs the necessary compliance review and enforcement of this supplemental Specification which is applicable to all contractors holding Federal-aid highway contracts.

The latter two Supplemental Specifications are for the specific equal opportunity requirements for Executive Order 11246 which is the sole responsibility of the Office of Federal Contract Compliance Programs (OFCCP), Department of Labor. Review and enforcement under these Supplemental Specifications is performed by OFCCP.

OFCCP has, under Paragraph 8 of the EEO Federal Standards Supplemental Specification, recognized the Arkansas AGC Heavy Highway Affirmative Action Plan as meeting the provisions of that Supplemental Specification and Supplemental Specification (2) cited above. With this recognition, those contractors signatory to the AGC Plan have been waived from individual review by OFCCP. However, OFCCP retains the right to review any such contractors whenever circumstances warrant. Also, contractors non-signatory to the AGC Plan are subject to OFCCP review under EO 11246.

AHTD and OFCCP have agreed to work towards eliminating duplicative reviews on individual contractors; however, each agency may make reviews at any time notwithstanding the cited agreement.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**  
**(23 U.S.C. 140)**

**1. General.**

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 and Supplements) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions. The initial measure of the contractor's good faith efforts to comply with these Special Provisions shall be its efforts to meet the goals set forth in the 'Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)' for minority and female participation expressed in percentage terms for the contractor's work force in each trade on this project.

b. The contractor will work with the sponsor and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

**2. Equal Employment Opportunity Policy.**

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, age, disability, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

**3. Equal Employment Opportunity Officer.**

The contractor will designate and make known to the sponsor contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

**4. Dissemination of Policy.**

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
(23 U.S.C. 140)**

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority and female employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**5. Recruitment**

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: 'An Equal Opportunity

Employer.' All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges, and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

**6. Personnel Actions.**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,



**FHWA-1273 SUPPLEMENTAL SPECIFICATION**

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**  
**(23 U.S.C. 140)**

color, religion, sex, age, disability, or national origin. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**7. Training and Promotion.**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the

event the Optional Training Special Provision is provided under this contract, this subparagraph will be superseded by that Special Provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.**

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the union and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below,

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, disability, or national origin.

c. The contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive ion of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the sponsor and shall set forth what efforts have been made to obtain such information.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
(23 U.S.C. 140)**

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, age, disability, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the sponsor.

**9. Subcontracting.**

a. The contractor's attention is called to the Special Provision on Disadvantaged Business Enterprises in Federal-Aid Highway Construction.

b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports.**

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) the number of minority and non-minority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of Disadvantaged Business Enterprises or subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the sponsor and the Federal Highway Administration.

c. The contractors will submit an annual report to the State Highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

**11. Corrective Action Plans.**

The contractor understands that a designated representative of the sponsor will periodically review compliance by the contractor with all contractual provisions incorporated pursuant to Executive Order 11246, as amended, and Federal Highway Administration Equal Employment Opportunity Special Provisions implementing the Federal-Aid Highway Act of 1968, where applicable.

In the event that the designated representative of the sponsor finds that the contractor has failed to comply with any of the aforementioned contractual provisions, he will notify the contractor of this finding in writing. A declaration of default will result in the suspension of all future payments. No declaration of default will be made if the sponsor and the contractor formally agree to enter into a corrective action plan setting out the specified steps and timetables the contractor will be contractually obligated to perform in order to re-establish his

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
(23 U.S.C. 140)**

compliance. This collective action plan, in order to be accepted by the sponsor, shall include the following mandatory enforcement language:

“If, at any time in the future, the Office of Federal Contract Compliance Programs or the Federal Highway Administration or the Arkansas State Highway Commission or their successor(s) believe that (name of contractor) has violated any portion of this agreement, (name of contractor) shall be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification shall provide (name of contractor) with 15 days to respond in writing to the notification except where the Office of Federal Contract Compliance Programs, the Federal Highway Administration or the Arkansas State Highway Commission alleges that such delay would result in irreparable injury. It is understood that enforcement proceedings for violation of this agreement may be initiated at any time after the 15-day period has elapsed (or sooner if irreparable injury is alleged) without issuance of a show cause notice.”

“It is recognized that where the Office of Federal Contract Compliance Programs and/or the Federal Highway Administration and/or the Arkansas State Highway Commission believes that (name of contractor) has breached this agreement, evidence regarding the entire scope of (name of contractor) alleged noncompliance from which this agreement resulted, in addition to evidence regarding (name of contractor) alleged violation of this agreement, may be introduced at the enforcement proceeding.”

“Violation of this agreement may subject (name of contractor) to sanctions pursuant to the Arkansas State Highway Commission contract administration procedures. It is further recognized that liability for violation of this agreement may also subject (name of contractor) to sanctions set forth in Section 209 of Executive Order 11246, as amended, and/or appropriate relief.”

The contractor will submit quarterly reports to the sponsor as a result of any deficiencies cited during an equal employment opportunity compliance

review. The reports will indicate the affirmative action steps taken to correct the deficiencies. Instructions for submission of the reports will be furnished by the Equal Employment Opportunity Section.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES****NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the 'Equal Opportunity Clause' and the 'Standard Federal Equal Employment Specifications' set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in covered area, are as follows:

MINORITIESCOUNTY

Arkansas	16.4%	Lee	26.5%
Ashley	16.4%	Lincoln	16.4%
Baxter	3.3%	Little River	19.7%
Benton	3.3%	Logan	6.6%
Boone	3.3%	Lonoke	16.4%
Bradley	16.4%	Madison	3.3%
Calhoun	16.4%	Marion	3.3%
Carroll	3.3%	Miller	19.7%
Chicot	16.4%	Mississippi	26.5%
Clark	16.4%	Monroe	16.4%
Clay	26.5%	Montgomery	16.4%
Cleburne	16.4%	Nevada	20.2%
Cleveland	16.4%	Newton	3.3%
Columbia	20.2%	Ouachita	16.4%
Conway	16.4%	Perry	16.4%
Craighead	26.5%	Phillips	26.5%
Crawford	5.6%	Pike	20.2%
Crittenden	32.3%	Poinsett	26.5%
Cross	26.5%	Polk	6.6%
Dallas	16.4%	Pope.	16.4%
Desha	16.4%	Prairie	16.4%
Drew	16.4%	Pulaski	15.7%
Faulkner	16.4%	Randolph	26.5%
Franklin	6.6%	Saline	15.7%
Fulton	16.4%	Scott	6.6%
Garland	16.4%	Searcy	3.3%
Grant	16.4%	Sebastian	5.6%
Greene	26.5%	Sevier	20.2%
Hempstead	20.2%	Sharp	16.4%
Hot Spring	16.4%	Stone	16.4%
Howard -	20.2%	St. Francis	26.5%
Independence	16.4%	Union	16.4%
Izard	16.4%	Van Buren	16.4%
Jackson	16.4%	Washington	3.3%
Jefferson	31.2%	White	16.4%
Johnson	16.4%	Woodruff	16.4%
Lafayette	20.2%	Yell	16.4%
Lawrence	26.5%		

<b>FEMALES</b> Statewide – 6.9%
------------------------------------

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – GOALS & TIMETABLES****NOTICE OF REQUIREMENT FOR AFFIRMATIVE  
ACTION TO ENSURE EQUAL EMPLOYMENT  
OPPORTUNITY (EXECUTIVE ORDER 11246)**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in the Notice, and in the contract resulting from this solicitation, the 'covered area' is as described in the Proposal Form for this project.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. “Minority” includes:

- i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations and on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall Good Faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees before the start of work and then not less often than once every six months; and by posting the company EEO policy on bulletin

**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

boards accessible to all employees at each location where construction work is performed.

g. Review the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site and then not less often than once every six months. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from disadvantaged business enterprise construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the



**FHWA-1273 SUPPLEMENTAL SPECIFICATION****EQUAL EMPLOYMENT OPPORTUNITY – FEDERAL STANDARDS****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, national origin, age or disability.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and the subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
1. Equal Employment Opportunity is the Law	U.S. Department of Labor (OFCCP)	A.H.T.D. Resident Engineer
2. Company EEO Policy (prepared by the Contractor on the Company's letterhead)	U. S. Department of Labor (OFCCP)	Contractor to Prepare: <ul style="list-style-type: none"> <li>a. EEO policy statement.</li> <li>b. Notice encouraging employees to refer minority and female applicants for employment.</li> <li>c. Notice informing employees of an available training program and the entrance requirements.</li> <li>d. Complaint procedures</li> <li>e. Notice identifying company EEO officer by name, including address and telephone number where EEO officer can be located.</li> <li>f. Work environment statement.</li> <li>g. Certification of nonsegregated facilities</li> <li>*h. Notice to unions disseminating EEO commitments and responsibilities and requesting their cooperation.</li> </ul>
	*Union Contractors Only	
3. Current Wage Rates (PR-1273 Supplement) or SS Revisions of PR-1273 for Off-System Projects	U. S. Department of Labor	Contained in contract. Extra copies may be obtained from Programs and Contracts Division - A.H.T.D.
4. "Employee Rights Under the Davis-Bacon Act" (WH 1321)	U. S. Department of Labor	A.H.T.D. Resident Engineer

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
5. "Employee Rights Under the Davis-Bacon Act" (WH 1321 SPA)	U. S. Department of Labor	A.H.T.D. Resident Engineer
6. Minimum Wage Rate (WH 1088)	U. S. Department of Labor	A.H.T.D. Resident Engineer
7. "NOTICE" Federal Aid Projects (PR-1022)	U. S. Department of Transportation (FHWA)	A.H.T.D. Resident Engineer
8. Job Safety and Health Protection OSHA 3165	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
9. Job Safety and Health Protection OSHA 3167	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
10. Emergency Phone Numbers of Doctors, Hospital and Ambulance near Job Site for referring injured employees.	U. S. Department of Labor (OSHA)	A.H.T.D. Resident Engineer
11. WCC Form AR-P Workers Compensation Notice and Instructions to Employers and Employees	State of Arkansas	Insurance Carrier
Self-Insurer	State of Arkansas	Administrator - Self-Insured Group
12. Log and Summary of Occupational Injuries and Illnesses (OSHA Form 300). The Summary portion must be posted from February 1 to April 30, of the year following the year covered by the form.	U. S. Department of Labor (OSHA) Public Law 91-596	A.H.T.D. Resident Engineer

7/26/96  
Rev. 2/11/98  
Rev. 2/20/03  
Rev. 7/27/06  
Rev. 10/24/06  
Rev. 9/16/13

**FHWA-1273 SUPPLEMENTAL SPECIFICATION**  
**POSTERS AND NOTICES REQUIRED FOR FEDERAL-AID PROJECTS**

<b>POSTER OR DOCUMENT REQUIRED</b>	<b>REQUIRED BY</b>	<b>WHERE TO OBTAIN</b>
13. Family and Medical Leave Act of 1993 (WH-1420) Employers who employ 50 or more employees for at least 20 workweeks in the current or preceding calendar year.	U. S. Department of Labor	A.H.T.D. Resident Engineer
14. Employee Polygraph Protection Act (WH-1462)	U. S. Department of Labor	A.H.T.D. Resident Engineer
15. Your Rights Under USERRA (The Uniformed Services Employment and Reemployment Rights Act)	U. S. Department of Labor	A.H.T.D. Resident Engineer
16. Arkansas Department of Labor Notice to Employer & Employee	Arkansas Department of Labor	A.H.T.D. Resident Engineer

**CITY OF JONESBORO  
SPECIAL PROVISION  
JOB 100857**

**DOCUMENTATION OF PAYMENTS MADE TO  
DISADVANTAGED BUSINESS ENTERPRISES**

Although this contract does not have a Disadvantaged Business Enterprise (DBE) Goal, in accordance with Subsection 103.08(a) of the Standard Specifications all payments made to DBE Contractors, suppliers, manufacturers, and/or non-construction service firms must be reported by the Prime Contractor.

As required by Subsection 103.08(h), the Prime Contractor must use the appropriate DBE Payment Log form included in this Special Provision during the progress of the Contract. Listed below are the instructions on when each form is required to be submitted.

- The Prime DBE Payment Log (page 3) must be submitted by the Prime Contractor when he/she is a certified DBE Contractor and work was performed by their own forces or money was earned by the DBE Prime Contractor for work performed by a Subcontractor during the estimate period.
- The DBE Subcontractor Payment Log (page 2) must be submitted by the Prime Contractor when a Subcontractor is a certified DBE Contractor and work was performed by a Subcontractor or money was earned by a Subcontractor for work performed by a Second-tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when a 2nd Tier Subcontractor is a certified DBE Contractor and work was performed by a 2nd Tier Subcontractor during the estimate period.
- The 2nd Tier DBE Payment Log (page 4) must be submitted by the Prime Contractor when payments are made to a Department Certified DBE supplier, manufacturer, and/or non-construction service firm by the Prime Contractor or any Subcontractor or 2nd Tier Subcontractor during the estimate period.

A separate DBE Payment Log form is required for each DBE firm receiving payments for work completed or services provided during each estimate period. The DBE Payment Log forms, along with instructions for their use, are available on the Department's website at:

[http://arkansashighways.com/Construc/DBE\\_Log.xls](http://arkansashighways.com/Construc/DBE_Log.xls)

All certifications of payments must be received by the Resident Engineer within thirty-five (35) calendar days following the end of each estimate period. Facsimile or scanned copies of the completed original payment log forms are acceptable to fulfill this requirement.

Upon completion of the contract, a final certificate of payments to all DBE firms -- page 5 of this Special Provision -- is required by Subsection 103.08 (h). The final amount paid to each DBE firm shall match the total to date reported on the last DBE payment log submitted for each firm. If necessary, an additional DBE payment log shall be submitted with the certificate of payment itemizing all payments made to DBE firms since the last estimate period. A signed, original of the Final Certificate of Payment must be furnished to the Resident Engineer.

**CITY OF JONESBORO  
DBE Subcontractor Payment Log**

Job Number \_\_\_\_\_ Prime Contractor \_\_\_\_\_  
 Estimate No. \_\_\_\_\_ DBE Subcontractor \_\_\_\_\_  
 Estimate Ending Date \_\_\_\_\_ Date Payment Made to DBE \_\_\_\_\_

Item Code*	Item Description	Subcontract Unit Price	2 <sup>nd</sup> Tier Unit Price	Quantity	Value Earned By Subcontractor

\* Item Codes for pay items are shown on the estimate voucher

Total This Estimate

Retainage Withheld This Estimate

Net Total This Estimate

\_\_\_\_\_% Retainage Previous Total

Total To Date

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Typed or Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Department  
 Use Only                      Received                      Verified

By \_\_\_\_\_ By \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_ RE Initials \_\_\_\_\_

**CITY OF JONESBORO**  
**DBE Prime Contractor Payment Log**

Job Number \_\_\_\_\_ DBE Prime Contractor \_\_\_\_\_

Estimate No. \_\_\_\_\_

Estimate Ending Date \_\_\_\_\_

Item Code*	Item Description	Contract Unit Price	Sub Unit Price	Quantity	Value Earned By DBE Prime

\* Item Codes for pay items are shown on the estimate voucher

Total This Estimate

Previous Total

Total To Date

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the information shown above is correct and represents the value earned by the DBE Prime Contractor during the above estimate period.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Typed or Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Department  
 Use Only  
 Received By \_\_\_\_\_ Date \_\_\_\_\_  
 Verified By \_\_\_\_\_ Date \_\_\_\_\_ RE Initials \_\_\_\_\_

**CITY OF JONESBORO  
DBE 2nd Tier Payment Log**

Job Number \_\_\_\_\_ Prime Contractor \_\_\_\_\_  
 Estimate No. \_\_\_\_\_ Subcontractor \_\_\_\_\_  
 Estimate Ending Date \_\_\_\_\_ DBE 2nd Tier Subcontractor \_\_\_\_\_  
 Date Payment Made to DBE \_\_\_\_\_

Item Code*	Item Description	2nd Tier Unit Price	Quantity	Value Earned by 2 <sup>nd</sup> Tier

\* Item Codes for pay items are shown on the estimate voucher

Total This Estimate

Retainage Withheld This Estimate

Net Total This Estimate

\_\_\_\_\_% Retainage Previous Total

Total To Date

DBE Payment Log must be received within 35 calendar days of the ending date of the estimate.

The Prime Contractor certifies that the payment listed has been made to the DBE 2<sup>nd</sup> Tier Subcontractor and that the documentation of this payment is available for inspection upon request.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Typed or Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Department Use Only

Received	By _____	Verified	By _____
	Date _____		Date _____
			RE Initials _____



**CITY OF JONESBORO  
CERTIFICATE OF PAYMENT**

JOB \_\_\_\_\_ F.A.P. \_\_\_\_\_

JOB NAME \_\_\_\_\_

ORIGINAL CONTRACT AMOUNT \$ \_\_\_\_\_ DBE GOAL \$ \_\_\_\_\_ \*

(Contract Commitment)

DBE CONTRACT GOAL \_\_\_%

**FINAL PAYMENT TO DBEs**

The undersigned Contractor on the above mentioned project hereby certifies that the following amount(s) were paid to:

<u>DBE Subcontractor(s)</u>	<u>Amount Paid</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Paid to DBEs	\$

Only payments related to work, services, or material actually provided by DBE firms should be shown. Payments under second tier subcontracts from DBE firms to non-DBE firms should not be included. **DBE prime Contractors should include the value of work performed by its own forces.**

Contractor:			
Signature:			
Typed or Printed Name:			
Title:		Date:	

THIS "CERTIFICATE OF PAYMENT" IS TO BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO PROJECT ACCEPTANCE.

\* If goal not met, brief explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF JONESBORO**  
**SUPPLEMENT TO PROPOSAL**  
**ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the City of Jonesboro **at the time proposals are submitted.**

**A F F I D A V I T**

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

**CITY OF JONESBORO**  
**SUPPLEMENT TO PROPOSAL**  
**ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

**EXCEPTIONS:**

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
<u>None</u>	<u>None</u>	<u>N/A</u>

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. 100851 Crabtree & Son Construction Inc  
(Name of Bidder)  
F.A.P. No. 2017:24 Oliver Crabtree  
(Signature)  
8/30/17 President  
(Date Executed) (Title of Person Signing)

The following Notary Public certification is OPTIONAL and may or may not be completed at the contractor's discretion.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_, being duly sworn, deposes and says that he is  
\_\_\_\_\_  
of \_\_\_\_\_  
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(NOTARY SEAL)

**CITY OF JONESBORO**  
**SUPPLEMENT TO PROPOSAL**  
**C E R T I F I C A T I O N**

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

1/6/16

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

SPECIAL PROVISION

CARGO PREFERENCE ACT REQUIREMENTS

The requirements of the Cargo Preference Act (CPA) and implementing regulations (46 CFR 381.7(a)-(b)) are applicable to this contract. For additional information, see the FHWA's web page:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>



Budgeted Amount

Opened by  
Tabulated by

S A Kent  
T Cooper

Bid #:  
Date:

2017:14  
08/30/17

DIVISIONS/DEPARTEMENT: Engineering - Race Street Sidewalk and R/R Crossing	All Scapes	Crabtree & Son	Jackson's Constuction	RL Persons	Sannon Kee Construction		
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NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	
1	18	R&D of Asphalt Pavement	16.50	297.00	15.00	270.00	13.00	234.00	190.00	3,420.00	14.00	252.00	-	-	-	
2	15	R&D of Concrete Pavement	16.75	251.25	15.00	225.00	13.00	195.00	190.00	2,850.00	14.50	217.50	-	-	-	
3	100	R&D of Curb & Gutter	4.25	425.00	3.75	375.00	3.75	375.00	23.00	2,300.00	4.00	400.00	-	-	-	
4	550	R&D of Concrete Walk	16.75	9,212.50	15.00	8,250.00	15.00	8,250.00	12.00	6,600.00	16.00	8,800.00	-	-	-	
5	500	Borrow	9.75	4,875.00	8.50	4,250.00	12.00	6,000.00	32.00	16,000.00	10.50	5,250.00	-	-	-	
6	100	Aggregate Base Course (7)	25.00	2,500.00	21.00	2,100.00	20.00	2,000.00	66.00	6,600.00	22.50	2,250.00	-	-	-	
7	40	Portland Cement Driveway	48.00	1,920.00	46.75	1,870.00	45.00	1,800.00	145.00	5,800.00	50.00	2,000.00	-	-	-	
8	1	Mobilization	1,000.00	1,000.00	1,500.00	1,500.00	1,006.00	1,006.00	5,000.00	5,000.00	4,000.00	4,000.00	-	-	-	
9	1	Maintenance of Traffic	2,000.00	2,000.00	1,500.00	1,500.00	500.00	500.00	15,000.00	15,000.00	3,000.00	3,000.00	-	-	-	
10	48	Signs	6.50	312.00	5.25	252.00	10.00	480.00	40.00	1,920.00	25.00	1,200.00	-	-	-	
11	20	Traffic Drums	50.00	1,000.00	25.00	500.00	10.00	200.00	65.00	1,300.00	75.00	1,500.00	-	-	-	
12	600	Solid Sodding	3.70	2,220.00	3.70	2,220.00	3.50	2,100.00	15.00	9,000.00	10.00	6,000.00	-	-	-	
13	545	Concrete Walks	44.50	24,252.50	42.80	23,326.00	42.00	22,890.00	52.00	28,340.00	50.00	27,250.00	-	-	-	
14	100	CC Curb & Gutter	14.00	1,400.00	13.90	1,390.00	13.00	1,300.00	41.00	4,100.00	14.50	1,450.00	-	-	-	
15	2	Modify Drop Inlet	750.00	1,500.00	690.00	1,380.00	700.00	1,400.00	2,100.00	4,200.00	2,200.00	4,400.00	-	-	-	
16	6	Sidewalk Drain	600.00	3,600.00	575.00	3,450.00	525.00	3,150.00	1,600.00	9,600.00	800.00	4,800.00	-	-	-	
TOTALS				56,765.25	52,858.00	51,880.00	#####	72,769.50								
Signed?				Yes	Yes	Yes	Yes	Yes								
Bid Bond?				Yes	Yes	Yes	Yes	Yes								
Qualifications?				Yes	Yes	Yes	Yes	Yes								
Anti-Collusion Signed?				Yes	Yes	No	No	Yes								
							Rejected	Rejected								
TOTAL													-			